

CONTRACT G-5301
FLUE GAS DESULFURIZATION SYSTEMS
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SPECIAL NOTICE

If a Bidder discovers omissions, errors, ambiguities or any other such discrepancies in the Contract Documents, or should a Bidder be in doubt as to the meaning of any provision of the Contract Documents, the Bidder should immediately notify the DISTRICT in writing thereof and request an interpretation. If the point in question is not clearly and fully set forth in the Contract Documents, the DISTRICT will promptly provide to each person obtaining a set of Contract Documents a written addendum to the Contract Documents or Bulletin of Instructions clarifying or interpreting the specific provision of the Contract Documents for which an interpretation has been requested. Each person requesting an interpretation will be responsible for the delivery of their request to the DISTRICT. The DISTRICT shall not be bound by or responsible for any explanation or interpretations of the Contract Documents other than those provided in writing as set forth above. Oral instructions, interpretations or representations shall not be binding upon the DISTRICT.

The DISTRICT shall have the right to reject any bid containing statements or conditions in the Contract Documents or in data submitted by a Bidder which deviate by addition, deletion, exception, limitation or otherwise from the Contract Documents. If the addition, deletion, exception or limitation affects the competitive nature of the bid, the bid will be rejected by the DISTRICT.

SECTION B
INSTRUCTION TO BIDDERS

Bidders will observe the following instructions which are in addition to those contained in the "Notice to Bidders" and which must be considered in preparing bids.

A. PRIOR TO FILLING IN FORMS

Before submitting a bid, the Bidders shall carefully examine any drawings, read the specifications, terms of the Agreement, and all other Contract Documents; shall visit the site of the work if site conditions affect the bid price; and shall fully inform themselves as to all existing conditions and limitations. Any information provided to Bidders by the DISTRICT regarding site conditions and limitations are for general information only and shall not be relied upon by the Bidders as a representation of existing conditions or limitations. The Bidders shall include in the bid a sum to cover the cost of all items included in the Contract. Making a bid creates a conclusive presumption that these things have been done.

Should a Bidder find discrepancies in, or omissions from, the specification or other Contract Documents, or should they be in doubt as to their meaning, they shall, at once, so notify the DISTRICT in writing. If the point in question is not clearly and fully set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining a set of Contract Documents as provided for in the "Notice to Bidders." Each person requesting an interpretation will be responsible for the delivery of their request to the DISTRICT. The DISTRICT will not be bound by, or responsible for, any other explanations or interpretations of the Contract Documents than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations shall not be binding upon the DISTRICT.

B. PREPARATION AND SUBMISSION OF BIDS

No person, firm, or corporation shall be allowed to make, file, or be a principal in more than one (1) bid proposal on the same Contract; however, any number of Bidders may bid machinery, equipment, apparatus, or materials manufactured or supplied by a single manufacturer or supplier so long as not more than one (1) Bidder is controlled by the manufacturer or supplier.

A person, firm, or corporation who has submitted a subcontract proposal to a Bidder not controlled by it, or a manufacturer or supplier who has quoted prices on machinery, equipment, apparatus, or materials to a Bidder not controlled by it, is not thereby disqualified from submitting a bid itself or submitting a subcontract proposal or quoting prices to other Bidders.

The DISTRICT will furnish one (1) set [three (3) copies] of the Contract Documents, and the Bidder will return two (2) fully executed copies, with all items properly filled out.

The DISTRICT does not require the return of drawings with the bid document. The successful bid will be accepted by the DISTRICT and signed by its officers so as to constitute a binding Contract, and one (1) fully executed copy of the Contract Documents will be returned to the successful Bidder.

Numerals shall be typewritten or written in ink. Interlineations, alterations, or erasures shall be initialed and dated in ink, and the completed form shall be signed in ink.

All bids submitted to the DISTRICT must be sealed, addressed to, and deposited with the Supply Chain Management Department on or before the day and hour set for opening of bids in the "Notice to Bidders," page A-2. Said bids must be marked "Sealed Bid" and shall be identified on the envelope with the name of Bidder and title of the work and Contract Number. The DISTRICT will not accept bids which are not sealed, such as oral, telegraphic, telephonic, electronic (such as e-mail), or facsimile proposals received on a facsimile machine by the DISTRICT.

Each Bidder shall fill in all spaces in forms provided in the specifications and shall submit as a minimum any drawings and data described therein. The specifically listed data is in no way intended to limit the information submitted with any proposal and each Bidder is invited to include with their proposal such additional prints or other information as they believe necessary to provide a complete description of their offerings. Two (2) copies of all prints or data shall be furnished with the proposal.

Each Bidder shall fill out and submit with their bid the enclosed W-9 Taxpayer Identification Number and Certification Form.

Descriptive information submitted should not include Bidder's standard proposal forms or sheets on which is listed the items included in the proposal, or on which is included statements regarding conditions of sale, standard warranties, limits of liability, or other statements which might indicate an apparent deviation from the DISTRICT'S Contract Documents.

Any statements or conditions contained in data submitted by Bidder, which deviate by additions, deletions or otherwise from these Contract Documents and specifications, may be cause for rejection of the bid. If the additions, deletions, and qualifications are substantial, the bid will be rejected.

In the event that Bidders are required to set out a guaranteed completion or delivery date, the DISTRICT will take into consideration such stated date and the Bidder's apparent ability to meet it.

C. CONTRACT SPECIFICATIONS

Whenever in the specifications any equipment, material, or process is indicated or specified by patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material,

equipment, or process desired and shall be deemed to be followed by the words "or equivalent."

In all cases the DISTRICT shall be the sole judge of whether any material, equipment, apparatus, or process is "equal," "equivalent," or "approved equal."

If the Bidder desires to offer a particular substitution as equivalent to a specified item, they shall determine whether the DISTRICT considers the proposed item equal to that named in the DISTRICT'S specifications. The Bidder shall request a substitution in writing as soon as possible after receipt of the Contract Documents, but in no case later than ten (10) calendar days in advance of the opening of the bids. Failure to obtain this approval may be cause for rejection of the proposal. If the DISTRICT approves the proposed substitution, all Bidders will be so advised by an addendum to the Contract Documents.

Bidder must supply at his expense any information and/or test requested by the Engineer and/or DISTRICT to determine acceptability of the substitute. Any purchase of proposed substitute products by the Bidder prior to acceptance by the Engineer and/or DISTRICT will be at the Bidder's own risk.

Refer to Section G for the listing of acceptable suppliers.

D. BIDDER'S QUALIFICATIONS

The magnitude and complexity of the work covered by this specification and its importance to the timely completion of the Project(s) as a whole make adequate experience in doing similar work a prime requisite of the CONTRACTOR. The DISTRICT therefore reserves the right, in determining the responsibility of the Bidder and the lowest and best bid, to give such weight as it deems proper to the Bidder's experience record in the manufacture, successful operation, and timely servicing of equipment of comparable size and complexity. Consideration may be given to the adaptability of machinery and apparatus to be purchased for the particular use required, to the preservation of uniformity, and the coordination of machinery and apparatus with other machinery and equipment already installed. The Bidder must furnish all of the information called for in the bid documents in order to enable the DISTRICT to make such determination.

All equipment items, controls, and instrumentation, not directly manufactured by the CONTRACTOR, but required by this specification to be furnished by the CONTRACTOR as part of their overall Contract work shall be products of well established and bona fide manufacturers, each known to be skilled and regularly engaged in the manufacture of the equipment which shall be of similar quality to that offered by the CONTRACTOR.

The manufacturers of all equipment items, controls, and instrumentation furnished by the CONTRACTOR, shall have an established conveniently located service organization in

the United States, provided with adequate technical service personnel and facilities for prompt, efficient handling of all repairs of this equipment.

At the request of the DISTRICT, any Bidder may be required to furnish evidence satisfactory to the DISTRICT that the Bidder has the necessary experience, facilities, ability, and financial resources to perform the Contract.

E. BIDDER'S QUESTIONS

Should the Bidder have questions concerning the Contract Documents, they shall direct their questions to: _____

Karla Tremel, Procurement Specialist
Supply Chain Manager, at
(402) 563-_____ (phone), ~~by fax at~~
(402) 563-5034 (fax), ~~or by~~
e-mail: ~~at~~ _____.

or

Bob Nitsch
Gerald Gentleman Station Plant Engineer
(phone)
(fax)
e-mail: bbnitsc@nppd.com

(NPPD to confirm or provide missing info)

F. AWARD AND EVALUATION

The Contract will, as hereinafter set out, be awarded to the responsible Bidder submitting the lowest and best bid which complies with these Contract Documents provided their bid is reasonable and it is to the interest of the DISTRICT to accept. The DISTRICT, however, reserves the right to reject any and all bids and to waive minor technical variances or omissions which do not affect the competitive character of the bid.

G. BID SECURITY

All bids must be accompanied by bid security in the amount of five percent (5%) of the bid price in the Contract Documents in the form of either a certified check, an irrevocable letter of credit drawn on a commercial bank and made payable to the DISTRICT, or by a Bidder's Bond accompanied by a Power of Attorney executed by an approved Surety Company authorized to do business in the State of Nebraska and which must appear on the most recently published U.S. Treasury Department Surety List of approved sureties and must act within the limitation listed therein. **Please note that whichever form of bid security is provided, photocopies, or copies transmitted by facsimile will not be**

accepted.

If the successful Bidder refuses or neglects to provide a performance bond in the form included in the Contract Documents within the time-frame to be established by the DISTRICT'S Board of Directors at the time of award (no less than fifteen (15) calendar days), said certified check, bond, or letter of credit will be collected and retained by the DISTRICT to the extent that the amount collected and retained from said bid security shall be equal to the difference between the amount specified in said bid and such larger amount for which the DISTRICT may in good faith contract with another party to perform the work covered by said bid, but in no event shall said amount exceed five percent (5%) of the bid price of the Bidder. Irrevocable letters of credit submitted as bid security shall expire no sooner than one-hundred twenty (120) calendar days from date of bid opening. Certified checks, letters of credit and bid bonds will be returned to unsuccessful Bidders after receipt of the successful Bidder's performance bond or after the rejection of all bids. Bidders who have a Term Bid Bond approved by and on file with the DISTRICT and who indicate said Term Bid Bond shall be effective with respect to this bid, need not provide the certified check, bid bond, or letter of credit specified in this paragraph.

If the bid security submitted is in the form of either a certified check or an irrevocable letter of credit, the Bidder shall provide with their bid, written confirmation from the Bidder's surety indicating the Bidder is capable of obtaining the required performance bond in the amount(s) being bid.

This written confirmation is also required if the bid security submitted is a bid bond written by a surety other than the surety listed in Section C, "Performance Bond Information."

The Bidder shall ensure that the proper name for the legal entity submitting this bid appears on both the bid bond form submitted with this bid and on the C-1 signature page of this Contract.



C-1

SECTION C PROPOSAL

Date _____

TO: Nebraska Public Power District
P. O. Box 499
Columbus, Nebraska 68602-0499

In compliance with the Notice to Bidders, the undersigned, a(n) _____,
(Corporation, Partnership, or Individual)

hereinafter referred to as the CONTRACTOR, hereby proposes and agrees to enter into and perform the Contract and Addendum Nos. _____ attached hereto, of which this proposal forms a part, and will furnish all items in strict accordance with the Plans and Specifications and other Contract Documents, forming a part of this Agreement and for the costs set forth in this proposal, and within the time-frame to be established by the Nebraska Public Power District's, hereinafter referred to as the DISTRICT, Board of Directors at the time of award (no less than fifteen (15) calendar days) will give bond with good and sufficient surety or sureties for the faithful performance and fulfillment of the Contract.

This Contract is deemed to have been effectively entered into in the State of Nebraska and it shall be interpreted and controlled by the laws of said state. The parties agree that any action arising out of or related to this Contract brought in any Court by CONTRACTOR against DISTRICT shall be brought only in the federal or state courts in and for the State of Nebraska. The undersigned Bidder is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract on which this bid is made.

The undersigned also agrees that acceptance by the DISTRICT of this bid, evidenced by the execution by a proper officer of the DISTRICT, shall result in a Contract by and between the Bidder and the DISTRICT, obligating the Bidder and the DISTRICT as set out in the Contract Documents.

The undersigned further agrees that this bid may be withdrawn by the Bidder prior to the time set for opening of bids in the "Notice to Bidders," however, it may not be withdrawn for a period of sixty (60) calendar days once bids have been opened.

Name of Bidder

Bidder's Address

WITNESS:

By _____

By _____
Authorized Signature

Print or type

Part(s) _____ of this Contract is/are hereby accepted by the DISTRICT so as to form a binding Contract with the Bidder in accordance with Contract Documents including Addendum Nos. _____.

Done this _____ day of _____, 20____.

ATTEST:

NEBRASKA PUBLIC POWER DISTRICT

By _____
Assistant Secretary

By _____
President and CEO

SECTION C
CONTRACT NO. G-5301
FLUE GAS DESULFURIZATION SYSTEMS

A. GENERAL INFORMATION

The CONTRACTOR shall be responsible for shipment of defective materials from the original point of delivery to the repair facility and return to the original point of delivery.

B. SALES AND USE TAXES

The work under this Contract includes “Contractor labor” as defined by the Nebraska Department of Revenue’s Sales and Use Tax regulations (www.revenue.ne.gov). “Contractor labor” is exempt from Nebraska sales or use tax, and the taxability of building materials included in this contract will vary based on the CONTRACTOR’S registered sales tax option.

Is the CONTRACTOR licensed to collect sales tax in the State of Nebraska?

Yes _____ No _____

If yes, please identify which option the CONTRACTOR has selected for sales and use tax in the appropriate space as follows:

Option 1 _____ Option 2 _____ Option 3 _____

If an Option 1 Contractor – The State of Nebraska regards you as a contractor with a tax-free inventory. When the building materials provided by an Option 1 Contractor are used on this Contract, the Option 1 Contractor will collect the appropriate tax on those materials. If no option has been selected, the CONTRACTOR is considered as an Option 1 contractor.

If an Option 2 Contractor – The State of Nebraska regards you as a contractor with a tax-paid inventory. When the building materials provided by an Option 2 Contractor are used on this Contract, appropriate tax should already be included in the bid price. The DISTRICT will not pay any additional sales tax to you.

If an Option 3 Contractor - The State of Nebraska regards you as a contractor with a tax-free inventory and the State will expect you to pay use tax directly to the Nebraska Department of Revenue on building materials as they are withdrawn from your inventory. When the building materials provided by an Option 3 Contractor are used on this Contract, appropriate tax should already be included in the bid price. The DISTRICT will not pay any additional sales tax to you.

1. Bidding

If the CONTRACTOR has selected Option 1 or is not licensed to collect sales tax in Nebraska, do not include sales or use tax in your bid price. For bid evaluation purposes, the DISTRICT will evaluate an Option 1 Contractor's bid price by increasing their overall bid by the amount of taxes on building materials.

If the CONTRACTOR has selected Option 2 or Option 3, appropriate sales or use tax should be included in your bid price. For bid evaluation purposes, the DISTRICT will not make any sales tax related adjustments to an Option 2 or 3 Contractor's bid.

2. Invoicing

The CONTRACTOR'S invoices shall clearly and separately reflect, as appropriate, detailed summaries of amounts charged for materials or equipment, labor charges (if applicable), and any other applicable costs as allowed in this Contract. For services performed under this Contract, the CONTRACTOR shall prepare and maintain documentation in sufficient detail to determine and establish which services are subject to sales and/or use taxes, and which services are not subject to sales and/or use taxes, as applicable.

If the CONTRACTOR has selected Yes above and is licensed to collect sales tax in the State of Nebraska, the CONTRACTOR shall state on all invoices the amount of Nebraska sales tax applicable to the items being invoiced. All taxes paid by the DISTRICT pursuant to the CONTRACTOR'S invoices shall be properly remitted by the CONTRACTOR to the State of Nebraska in accordance with applicable laws, rules, and regulations.

If the CONTRACTOR has selected No above, and is not licensed to collect sales tax in the State of Nebraska, the DISTRICT will use the amount stated on the CONTRACTOR'S invoice to determine the amount of Nebraska use tax which will be paid directly to the State of Nebraska by the DISTRICT.

Each invoice shall clearly reference this Contract number and the time period covered. Upon request, the CONTRACTOR shall supply the DISTRICT with complete documentation for all invoiced costs.

C. PRICES

All prices for material and/or equipment shall be F.O.B. Gerald Gentleman Station (GGS), freight prepaid.

All prices shall be quoted in United States dollars and must not be contingent upon a foreign exchange. Import duties/taxes shall be included in all prices.

The prices bid shall not include any Federal Excise Tax from which the DISTRICT is legally exempt.

Payment for all work shall be made in accordance with Section D, paragraph B, "Payment (Procedures)," of this Contract. For the purpose of retainage payment made hereunder, acceptance (as that term is used in Section D, paragraph B, subparagraph 2, "Progress Payment Schedule") shall not be later than ~~(30)~~ (NPPD to confirm) calendar days after final invoicing provided all other terms of this Contract (except for the warranty provisions) have been fulfilled.

Price Quotation Table

1.	TOTAL FIRM BASE BID PRICE to design, manufacture, furnish, deliver, and erect/install, commission and startup the Wet Flue Gas Desulfurization Systems (WFGD) as specified in Section G. This price shall include all costs for the CONTRACTOR to provide the specified work scope and all cost associated with fulfillment of all contractual obligations (i.e. bond costs, warranties) specified in the Contract Documents	[\$ _____]
----	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------

		UNIT 1 - Material	UNIT 1 - Labor	UNIT 2 - Material	UNIT 2 - Labor
2	FIRM PRICE BREAKDOWN Engineering, Procurement, Fabrication, and Delivery, Storage and Erection/Installation, Commissioning and Startup	[\$ _____] (Sum of Items 2.1 to 2.21)	[\$ _____] (Sum of Items 2.1 to 2.21)	[\$ _____] (Sum of Items 2.1 to 2.21)	[\$ _____] (Sum of Items 2.1 to 2.21)
2.1	Engineering	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.2	WFGD Equipment Procurement and Fabrication Absorber System	[\$ _____] (Sum of Items 2.2 a to 2.2 b)	[\$ _____] (Sum of Items 2.2 a to 2.2 b)	[\$ _____] (Sum of Items 2.2.a to 2.2 b)	[\$ _____] (Sum of Items 2.2.a to 2.2 b)
a.	Absorber System				
a.1.	Absorber Module Shell	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
a.2.	Recycle System (including agitators)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
a.3.	Mist Eliminator (ME) Wash System, Tanks, Pumps and Piping	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.	Ductwork System				
b.1.	Inlet (Wet / Dry) Duct	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.2.	Outlet Transition Elbow Duct	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.3.	Ductwork, Absorber to Chimney Outlet Duct Between Elbow and Chimney	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]

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b.4.	Expansion Joints	[\$]-	[\$]-	[\$ _____]-	[\$ _____]-
b.5	Insulation and Lagging	[\$]-	[\$]-	[\$ _____]-	[\$ _____]-
2.3	Not Used Concrete Work	[\$ _____] (Sum of Items 2.3.a to 2.3.d)	[\$ _____] (Sum of Items 2.3.a to 2.3.d)	[\$ _____] (Sum of Items 2.3.a to 2.3.d)	[\$ _____] (Sum of Items 2.3.a to 2.3.d)
a.	Two (2) Absorber Buildings	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.	One (1) Reagent Preparation Building	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
c.	One (1) Dewatering Building	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
d.	Post Installed Concrete Anchors	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.4	Limestone Preparation and Feed System, Tanks, Pumps and Piping	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.5	Gypsum Dewatering System, Tanks, Pumps and Piping	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
-	-	-	-	-	-
2.6	Miscellaneous Mechanical Systems	[\$ _____] (Sum of Items 2.6.a to 2.6.hf)	[\$ _____] (Sum of Items 2.6.a to 2.6.hf)	[\$ _____] (Sum of Items 2.6.a to 2.6.hf)	[\$ _____] (Sum of Items 2.6.a to 2.6.hf)
a.	Oxidation Air System (including Agitators)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.	Emergency Quench System	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
c.	Makeup / Service Water System, Tanks, Pumps and Piping	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
d.	Fire Protection Systems (starting at terminal point)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
e.	Compressed Air Systems (starting at terminal point)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
f.	Flush Water System Service Water System	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
g.	Potable Water / Plumbing System-	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
h.	HVAC Systems				
2.7	Electrical System	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
	<i>Cost of equipment motors and control panels to be included in above system costs.</i>				
-	-	-	-	-	-
2.8	Structural Steel and Access Galleries	[\$ _____] (Sum of Items 2.8.a to 2.8.ed)	[\$ _____] (Sum of Items 2.8.a to 2.8.ed)	[\$ _____] (Sum of Items 2.8.a to 2.8.ed)	[\$ _____] (Sum of Items 2.8.a to 2.8.ed)

	Material and installation cost including, but not limited to structural steel, access gallery steel, grating, handrails, guardplate, stairs and coating excluding field touch up coating.				
a.	Two (2) absorber buildings	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.	One (1) reactant -reagent preparation building	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
c.	One (1) gypsum dewatering building	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
d.	Contractor designed auxiliary steel installed in DISTRICT's Utility Racks	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
e.	Absorber Inlet and Outlet Duct Support Steel	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
-	-	-	-	-	-
2.9	Field Coating Work	[\$ _____] (Sum of Items 2.9.a to 2.9.c)	[\$ _____] (Sum of Items 2.9.a to 2.9.c)	[\$ _____] (Sum of Items 2.9.a to 2.9.c)	[\$ _____] (Sum of Items 2.9.a to 2.9.c)
a.	Two (2) absorbers, absorber inlet and outlet ductwork	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.	All field fabricated tanks and limestone silos	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
c.	Field touch up coating for facilities installed by Contractor including structural steel, gallery steel, handrail, ladders, enclosures, buildings, pipe support steel, coated piping, and mechanical equipment. NOTE: Cost does NOT include hot dipped galvanizing and painting of structural steel and access gallery steel. Provide costs for hot dipped galvanizing and painting of structural steel and access gallery steel in Section 2.8 above.	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
-	-	-	-	-	-
2.10	Metal Wall and Roofing Systems	[\$ _____] (Sum of Items 2.10.a to 2.10.b)	[\$ _____] (Sum of Items 2.10.a to 2.10.b)	[\$ _____] (Sum of Items 2.10.a to 2.10.b)	[\$ _____] (Sum of Items 2.10.a to 2.10.b)
a.	Insulated siding including man doors, overhead rolling steel doors, insulation, liner panels, gutters and downspouts:				
a.1.	Two (2) absorber buildings	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
a.2.	One (1) reagent preparation reactant building	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
a.3.	One (1) gypsum dewatering building	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.	Roofing system including insulation and penetration closures:				

b.1.	Two (2) absorber buildings	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.2.	One (1) reagent preparation reactant building	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.3.	One (1) gypsum dewatering building	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
-	-	-	-	-	-
2.11	Grout Work (Grout work for support of steel columns and posts, stair and ladder terminations, mechanical and electrical equipment, pipe supports and cable tray support for all areas.)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.12	Absorber Elevator	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
-	-	-	-	-	-
2.13	Instrumentation and Controls	[\$ _____] (Sum of Items 2.4613.a to 2.4613.j)	[\$ _____] (Sum of Items 2.4613.a to 2.4613.j)	[\$ _____] (Sum of Items 2.4613.a to 2.4613.j)	[\$ _____] (Sum of Items 2.4613.a to 2.4613.j)
a.	Control Drives	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
b.	Control Valves	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
c.	Transmitters (pressure and differential pressure)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
d.	Pressure and Temperature Switches	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
e.	Level Transmitters	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
f.	Flow Transmitters	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
g.	Local Gauges	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
h.	Thermocouples and RTD's	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
i.	Analyzers	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
j.	Other Field Instruments (list items)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
-	-	-	-	-	-
2.14	Model Studies (Ductwork and Absorber Flow Model Study)		[\$ _____]		[\$ _____]
-	-	-	-	-	-
2.15	Field Services (Misc. items not included in descriptions above). Fill in what is included:	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.16	Mobilization and Demobilization	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]

2.17	Temporary Field Facilities (including maintenance)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.18	Erection Equipment (including maintenance)	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.19	Testing, and Commissioning and Startup	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.20	Freight, F.O.B. Job Site	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]
2.21	Spare Parts (Recommended for 1 Year) – including spares noted in Section G, Section 441130 Articles 201.4.k and 201.19.d.	[\$ _____]	[\$ _____]	[\$ _____]	[\$ _____]

3.	TOTAL BASE BID – Construction and Startup Support on Unit 2 & Unit 1	[\$ _____]
3.1	On-Site Construction Support	[\$ _____]
3.1.1	Labor	[\$ _____]
3.1.2	Per-Diem	[\$ _____]
3.1.3	Other Expenses	[\$ _____]
-		-
3.2	On-Site Startup and Commissioning Support Services	[\$ _____]
3.2.1	Labor	[\$ _____]
3.2.2	Per-Diem	[\$ _____]
3.2.3	Other Expenses	[\$ _____]
-		-

53.	RECEIPT OF ADDENDA	
	Bidder acknowledges receipt of the following Addenda: _____, _____, _____, _____. If no Addenda were issued, Bidder shall state "NONE".	[_____]

4.	OPTION (All options costs shall be identified as either adders or deducts and shall to include freight and installation of materials/equipment.)	

4.1	Cost adder-adjustment to provide a system design with SO ₂ outlet concentration of ≤ 10 ppm Guaranteed as specified herein for each unit with the flue gas conditions as specified herein without the use of performance enhancing additives such as organic acids. This optional outlet concentration shall be met at all operating loads while firing the full range of fuels, as specified herein, and will be tested per Performance Tests A & B as specified in Section G, Section 441130. in accordance with the requirements applicable to the specified guaranteed SO₂ Outlet Concentration without the use of performance enhancing adders.	[\$ _____]
4.2	Cost deduct -adjustment to remove outlet duct and support structure from scope and provide close-coupled connection between absorber outlet and chimney breeching, including expansion joint.	[\$ _____]
4.3	Cost adjustment to provide round outlet duct (FRP) to connect with round opening at chimney breeching, in lieu of round to square transition piece with square outlet duct and transition to rectangular breeching. Include expansion joint at chimney breeching and outlet duct expansion joint.	[\$ _____]
4.4	Cost adjustment to provide round outlet duct (FRP) and transition to rectangular breeching, in lieu of round to square transition piece with square outlet duct and transition to rectangular breeching. Include expansion joint at chimney breeching and outlet duct expansion joint.	[\$ _____]
4.5	Cost adjustment to provide square outlet duct (metal) and transition to round opening at chimney breeching, in lieu of square outlet duct and transition to rectangular breeching. Include expansion joint at chimney breeching and outlet duct expansion joint.	[\$ _____]
4.6	Bidder shall provide cost adder-adjustment for both absorber vessels to be designed for a negative pressure of additional -30 inches water gauge for operation between -55 in. w.c./ +25 in. w.c. and 40°F to 180°F (400°F max temp for inlet duct) to accommodate CO₂ capture equipment installed between WFGD systems and new chimneys.	[\$ _____]



4.7	Bidder shall provide cost adjustment to supply all galvanized structural steel in lieu of the coated structural steel as specified in Section G.	[\$ _____]
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D. ALTERNATE BIDS (Use only one (1) of the following paragraphs)

The Bidder must submit a base bid in accordance with the specifications in order for the DISTRICT to consider any alternate offers submitted by the Bidder. In the event the Bidder can also meet the intent of the Contract Documents in another way(s), they may include in the proposal, optional or alternate offers. Such options or alternates shall be clearly noted in the proposal, shall be designated as options or alternates, and all pertinent data for all such offerings shall be clearly shown on the data forms bound in the Contract Documents. Bids received without a base bid in accordance with the specifications will be determined non-responsive, and the optional or alternate offers submitted by the Bidder will not be considered.

E. FIRM PRICE

The prices quoted in paragraph C of this Section C shall be firm.

F. PRE-BID MEETING

INSERT THE PRE-BID PARAGRAPH FROM THE A-2 PAGE HERE.

G. PERFORMANCE BOND INFORMATION

A Contract Performance Bond (refer to Section D, paragraph X, "Contract Performance Bond") is required for this Contract. Total cost of said Performance Bond to be furnished by the CONTRACTOR shall be included in the bid and shall be indicated in the blank below.

Total Performance Bond Cost \$ _____

1. Name of Performance Bonding Company _____
2. Is this company currently listed on the U.S. Treasury Department Surety List as required in Section D, paragraph X, subparagraph 2? _____
 (Yes/No)

The following website outlines all U.S. Approved Sureties to date.
www.fms.treas.gov/c570/c570.html

3. Rate per \$1,000 of Contract Cost
 (if rates are graduated, show this) _____
4. Has the Bidder declared bankruptcy in the past ten (10) years? _____
 (Yes/No)

If yes, please explain in more detail. _____

H. SITE WORK REQUIREMENTS FOR UNESCORTED ACCESS

Not Used

I. CONTRACT WORK SCHEDULE

For the purpose of meeting the work schedule, the DISTRICT expects to award this Contract on _____ (NPPD to provide date). Notice of award will be mailed immediately by certified mail.

For more schedule details, refer to Section G, Section 013216 – Project Schedule.

J. CONTRACT CHANGES

Should the DISTRICT request that the Contract work be changed, the CONTRACTOR agrees that the Total Firm Base Bid Price be increased or decreased for such change in accordance with Section D, paragraph C, "Changes (Change Work)."

K. TERMS OF PAYMENT

If a progress payment plan is used, the Bidder shall include the schedule. The Total Firm Base Bid Price is based upon what payment plan?

 (DISTRICT'S or Bidder's - State one)

(Refer to Section D, paragraph B, subparagraph 2, "Progress Payment Schedule," and Section H, "Evaluation Factors.")

L. ACKNOWLEDGMENT OF RECEIPT OF DRAWINGS

The Bidder shall indicate below receipt of _____ drawings which are part of this Contract Document as listed on page _____ in Section I, paragraph B_____. _____
 (Yes/No)

The DISTRICT does not require the return of drawings with the bid document.

M. SUBCONTRACTORS

Subject to the requirements of Section D, paragraph J, "Subcontractors and Assignment," the Bidder proposes that, if the Contract is awarded to them, they would desire to subcontract only certain items of work or equipment as follows:

Name of Subcontractor	Description Work or Equipment	Approximate \$ Amount

N. EXCEPTIONS

Attach description of exceptions, if any, taken to the bid documents. If exceptions are substantial the bid will be considered non-responsive and rejected. All Bidders must bid to the DISTRICT'S technical specifications and commercial terms and conditions without any substantial exceptions. These specifications and terms and conditions cannot be negotiated with individual Bidders in a sealed bid situation.

If no exceptions are here noted, it shall be interpreted to mean that no exceptions are taken.

O. PREFERENCE TO RESIDENT BIDDERS

Does the state in which the Bidder is incorporated give or require a preference to Bidders from that state? _____
(Yes/No)

If the answer to the above is "Yes," the Bidder shall make an attachment of the statute, rule, regulation, or citation containing said preference and said statute, rule, regulation or citation will be used in the evaluation of the Bidder's bid.

P. CONTRACTOR'S REPRESENTATIVE

The Bidder shall state below the name and phone number of an individual the DISTRICT can contact for questions concerning the Bidder's proposal and the Contract after award.

Bidder's Proposal

Contract After Award

_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)
_____	_____
(Phone No.)	(Phone No.)
_____	_____
(Fax No.)	(Fax No.)
_____	_____
(E-Mail)	(E-Mail)

Q. FINANCIAL STATEMENT

The Bidder shall submit with their proposal, in a separate sealed envelope, a complete financial statement indicating current assets and liabilities. The separate envelope shall be fully identified with the following information prominently displayed on the outside:

Financial Statement

Name _____

Address _____

Contract No. _____

The statement shall be prepared and certified by a Certified Public Accountant. It shall be treated as confidential by the DISTRICT and will be used for evaluation purposes only. All financial statements of unsuccessful Bidders will be destroyed upon award of the Contract.

R. BACKCHARGES

The CONTRACTOR shall provide for the rework of all construction that is not in accordance with the specifications herein. In these cases, the CONTRACTOR will be notified in writing of any rework required. If after a reasonable length of time (depending upon installation conditions) the work has not been corrected by the CONTRACTOR, the rework will be done by others and the actual cost of the rework plus administrative cost to the DISTRICT will be backcharged to the CONTRACTOR.

S. FIELD OVERTIME

The CONTRACTOR and any Subcontractor shall secure the approval of the DISTRICT'S Engineer before working their forces outside the regular working hours.

If at any time any portion of the work is falling behind schedule, the CONTRACTOR shall furnish more workers, work in double shifts, or work overtime to maintain their schedule, all at no additional expense to the DISTRICT.

If at any time during the progress of the work the CONTRACTOR is not behind schedule and is instructed by the DISTRICT to work their forces outside the regular working hours, the CONTRACTOR shall be reimbursed by the DISTRICT only for the following: The actual amounts paid to the workers in excess of the regular straight time rates based on a forty (40) hour work week; e.g., the half-time additional paid if rate of overtime pay is on basis of time and a half; Social Security taxes and contributions imposed upon and required by law to be paid by the CONTRACTOR out of their own funds on account of premium portion of wages paid for performing the work.

T. ADDITIONAL DEFINITIONS

1. "Wet Flue Gas Desulfurization Systems Available" means the Wet Flue Gas Desulfurization Systems is available for DISTRICT's electrical and mechanical contractors to complete the installation of all commodity items such as piping, cable tray and wiring to balance of plant equipment.
2. "Correction Period" shall be as defined in paragraph X.4.d.
3. "Day" means calendar day.
4. "Equivalent Availability Guarantee" is defined in Section G, Section 441130.
5. "Equivalent Availability Guarantee Period" is defined in Section G, Section 441130.
6. "Final Completion" means satisfactory completion by CONTRACTOR of all of the conditions for the Work as set forth in paragraph U.
7. "Final Completion Date" means the date means the dates on which Final Completion for Unit 2 / Common equipment and Unit 1 actually occurs as defined in paragraph W.7.
8. "Final Completion Guaranteed Date" means the date of (INSERT DATE) for Unit 2 / Common equipment and the date of (INSERT DATE) for Unit 1 equipment..
9. "Liquidated Damages Performance Guarantees" means those performance guarantees, the failure of which subject the CONTRACTOR to Liquidated Damages assessments as defined in paragraph X.5.b.
10. "Make Right" means the CONTRACTOR, upon failure of the Performance Tests, shall make all corrections necessary, at CONTRACTOR's cost, to bring the Wet

Flue Gas Systems in compliance with the performance guarantees designated as Make Right as set forth in Section G, Section 441130.

11. "Mechanical Completion" means the satisfactory completion by CONTRACTOR of all of the conditions for Mechanical Completion for the Work as set forth in paragraph U.
12. "Mechanical Completion Date" means the date on which Mechanical Completion of the Work actually occurs. There will be separate completion dates for Unit 2 / Common equipment and Unit 1 equipment.
13. "Mechanical Completion Test Procedures" means the written procedures for the Mechanical Completion Tests produced by CONTRACTOR and accepted by DISTRICT in accordance with paragraph U and as otherwise set forth in Specification Section G, Section 481110.
14. "Performance Guarantees" means the guaranteed performance characteristics, qualities and parameters of the Wet Flue Gas Desulfurization Systems made by CONTRACTOR as set forth in Specification Section G, Section 441130.
15. "Performance Tests" means the measurement of the performance parameters of the Wet Flue Gas Desulfurization Systems and simultaneous achievement (at DISTRICT's acceptance) of the Performance Guarantees based on test procedures to be provided by CONTRACTOR, subject to DISTRICT's written approval thereof, and the parameters described in Specification Section G, Section 441130.
16. "Performance Tests Completion" is as defined per paragraph W.1.
17. "Prudent Industry Practice" means the practices, methods and acts which are commonly used by utilities located in the United States for coal-fired electric power generation facilities for the lawful and safe design, construction, operation and maintenance of the Work with dependability and economy.
18. "Substantial Completion" means satisfactory completion by CONTRACTOR of all of the conditions for Substantial Completion as set forth in paragraph W.
19. "Substantial Completion Date" means the dates on which Substantial Completion for Unit 2 / Common equipment and Unit 1 actually occurs as defined in paragraph W.3.
20. "Substantial Completion Guaranteed Date" means the date of (INSERT DATE) for Unit 2 / Common equipment and the date of (INSERT DATE) for Unit 1 equipment.

U. MECHANICAL COMPLETION OF THE WORK

1. Mechanical Completion

The following are conditions precedent to Mechanical Completion:

- a the Work and each sub-system of the Work, in each case to the extent required for initial operation, adjustment and testing is mechanically, electrically, and structurally supplied and constructed in accordance with the requirements of this Contract and the Specification, including completion of the Mechanical Completion Tests in accordance with the Mechanical Completion Test Procedures and Specification Section G, Sections 441130 and 481110;
- b the Work and each sub-system of the Work may be operated without damage to the Work and any sub-system or any other property on or off the Site, and without injury to any person;
- c the Work and each sub-system of the Work is functionally complete to the extent necessary for initial operation, adjustment and testing;
- d CONTRACTOR has provided to DISTRICT the as-built process and instrumentation drawings for the Work; and,
- e the Performance Test Procedures for the Work have been approved by DISTRICT.

2. Notice of Mechanical Completion

When CONTRACTOR believes that it has satisfied the provisions of paragraphs U.1.a through U.1.e above, CONTRACTOR shall deliver to DISTRICT a written notice of Mechanical Completion. Such written notice of Mechanical Completion shall contain a report of results of the Mechanical Completion Test and the Work completed with sufficient detail to enable DISTRICT to determine whether or not Mechanical Completion has been achieved. The Mechanical Completion Date shall be the date on which the conditions of paragraph W.1 were satisfied. Promptly after Mechanical Completion has been achieved as provided in paragraphs U.1 and U.2 (including any correction of defects pursuant to paragraph U.3), DISTRICT shall issue a written notice of Mechanical Completion dated to reflect the Mechanical Completion Date.

3. Correction of Defects

Within fourteen (14) Days after receipt of CONTRACTOR's initial written notice of Mechanical Completion pursuant to paragraph U.2, DISTRICT shall have the right to advise CONTRACTOR in writing of any defects or of any deficiencies to satisfying the provisions of paragraphs U.1.a through U.1.e, which notice shall identify the basis upon which DISTRICT has reasonably judged the Work

deficient. CONTRACTOR shall then perform or cause its Subcontractors to perform, at CONTRACTOR's sole cost and expense, corrective measures to remove such defect or deficiency and shall again give written notice to DISTRICT, in accordance with paragraph U.2, when Mechanical Completion of the Work has occurred. Within five (5) Days after receipt of each subsequent written notice of Mechanical Completion, DISTRICT shall have the right to advise CONTRACTOR, in writing, of any additional or remaining defects or deficiencies that must be corrected by CONTRACTOR as a condition precedent to Mechanical Completion of such Work.

4. Early Operation

From Mechanical Completion through Substantial Completion:

- a The Work will be operated by the DISTRICT's operating personnel with the technical advise and supervision of CONTRACTOR until Substantial Completion;
- b DISTRICT shall provide those production inputs reasonably necessary to operate the Work;
- c DISTRICT and CONTRACTOR shall work together to schedule deliveries of production inputs necessary for the operation of the Work; and
- d DISTRICT and CONTRACTOR shall work together to schedule the hours of operation of the Work. If DISTRICT in good faith believes that the operation of the Work may not be in DISTRICT's best interest over any period of time, then DISTRICT may direct CONTRACTOR by written notice not to operate the Work during such period.

V. PERFORMANCE GUARANTEES AND TESTS

1. Performance Guarantees

Prior to Substantial Completion, CONTRACTOR shall demonstrate that the Work satisfies (i) specified Performance Guarantees by satisfactorily completing the Performance Tests and (ii) the specified Performance Guarantees, and prior to Final Completion, by satisfactorily running and completing the Equivalent Availability Guarantee Period.

2. Performance Test Procedures

CONTRACTOR shall (i) provide for DISTRICT's review and approval detailed Performance Test Procedures in accordance with the requirements of Specification Section G, Section 441130 not less than one hundred and twenty

(120) Days prior to the start of testing. Performance Test Procedures must be agreed upon by CONTRACTOR and DISTRICT at least sixty (60) Days prior to the commencement of testing. Test Procedures must clearly indicate when in the testing schedule the CONTRACTOR shall require interconnection. CONTRACTOR shall keep the DISTRICT apprised of the specified schedule and changes thereto for the commencement and performance of such activities.

3. Performance Tests

CONTRACTOR shall perform all Work necessary to support the Performance Tests, start up the Work, and shall satisfy all of its obligations under this Contract to ensure that the Work has been completed and that all components have been properly adjusted and tested.

4. Test Schedules

CONTRACTOR and Representatives of the DISTRICT shall agree on test schedules. A projected schedule shall be agreed to at least ninety (90) Days prior to the anticipated start of the Performance Tests. When CONTRACTOR establishes the scheduled date(s) for the Performance Tests, it shall give DISTRICT at least twenty-one (21) Days prior written notice of availability for Performance Tests. CONTRACTOR shall keep the DISTRICT apprised of the specified schedule and changes therein, for the commencement and performance of Performance Tests. CONTRACTOR shall give the DISTRICT at least fourteen (14) Days prior written notice of the re-performance of any Performance Tests. A Performance Test conducted without the required written notice to DISTRICT shall not be valid for the purposes of this Contract.

5. Performance Test Criteria

Each Performance Test which is used in connection with achievement of Substantial Completion and Final Completion of the Work shall consist of the operation of the Unit as a whole in accordance with the performance test terms and conditions set forth in Specification Section G, Section 441130.

6. Non-Conforming Work

At any time from Mechanical Completion until promptly after completion (whether or not successful) of the Performance Tests under paragraph V (or any re-performance of any Performance Test under this paragraph V), DISTRICT shall advise CONTRACTOR and CONTRACTOR shall advise DISTRICT in writing of any defect that was discovered during such time period. If CONTRACTOR is notified of or discovers any such defect or deficiency, CONTRACTOR shall, or shall cause a Subcontractor to at CONTRACTOR's sole cost and expense, correct such defect or deficiency and promptly provide

written notice to DISTRICT in writing that such corrective measures have been completed.

7. Notice of Completion of a Performance Test

Upon completion of any Performance Tests, CONTRACTOR and DISTRICT shall jointly issue a written notice documenting that testing has been done on the Work and that the Performance Test Procedures have been followed.

8. Revenues

Revenues, if any generated by the Project at any time, shall be solely for the benefit of DISTRICT.

W. PERFORMANCE TESTS COMPLETION, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

1. Performance Tests Completion

The following are conditions precedent to achieving the requirements of Performance Tests Completion:

- a either the Work shall have achieved one hundred percent (100%) of the Performance Guarantees (other than the Equivalent Availability Guarantee) or all Liquidated Damages Performance Guarantee assessments have been satisfied,
- b all other requirements for the completion of such Performance Tests as set forth in Specification Section G, Section 441130 (other than the Equivalent Availability Guarantee Period) and the Performance Test Procedures, have been satisfied; and
- c CONTRACTOR has achieved Mechanical Completion.

2. Notices of Performance Tests Completion

When CONTRACTOR believes that it has satisfied the provisions of paragraph W.1.a, CONTRACTOR shall deliver to DISTRICT the written notice of Performance Tests Completion. Such written notice of Performance Tests Completion shall contain a report of results of all of the Performance Tests and the Work completed with sufficient detail to enable DISTRICT to determine whether Performance Tests Completion has been achieved. The date of Performance Tests Completion shall be the date on which the conditions of paragraph W.1.a were satisfied. Promptly after Performance Tests Completion has been achieved, DISTRICT shall issue a written notice of Performance Tests Completion dated to reflect the Performance Tests Completion date.

3. Substantial Completion

The following are conditions precedent to Substantial Completion:

- a DISTRICT has received copies of all permits required to be obtained by CONTRACTOR;
- b DISTRICT has received all CONTRACTOR deliverables in accordance with the provisions of this Contract including the required number of original and electronic copies of all required manuals, as defined in Section I, necessary to operate the Work in a safe, efficient, and reliable manner, and has received six (6) original copies (NPPD to confirm #) and one (1) electronic copy of preliminary as-built drawings of the Work. Electronic copies shall be developed and formatted to ensure compatibility with DISTRICT's approved software applications;
- c CONTRACTOR has certified by a written notice to DISTRICT that it has administered the training required by Specification Section G, Section 017900;
- d The punchlist and a schedule and budget for completion of each punchlist item, in each case satisfactory to DISTRICT, have been developed by CONTRACTOR and delivered to DISTRICT, and all Work other than those punchlist items shown on the punchlist shall have been completed;
- e All spare parts required have been delivered; and
- f CONTRACTOR has achieved Performance Tests Completion in accordance with paragraph W.1.

4. Notice of Substantial Completion

When CONTRACTOR believes that it has satisfied the provisions of paragraph W.3.a through W.3.f, CONTRACTOR shall deliver to DISTRICT a written notice of Substantial Completion. Such written notice of Substantial Completion shall contain a report of the Work completed with sufficient detail to enable DISTRICT to determine whether Substantial Completion has been achieved. The Substantial Completion Date shall be the date on which all of the conditions of paragraph W.3 were satisfied. Promptly after Substantial Completion has been achieved, DISTRICT will issue a written notice of Substantial Completion dated to reflect the Substantial Completion Date.

5. Operation of the Unit

DISTRICT will take possession and control of the Work upon Substantial Completion and will thereafter be responsible for the operation and maintenance of the Work, (except when the terms of this Contract make CONTRACTOR responsible therefore). Prior to such possession and control by DISTRICT, CONTRACTOR shall, in performing any construction and testing activities, in consultation with DISTRICT, DISTRICT's Representative and DISTRICT's operating personnel, operate the Work in a manner consistent with applicable laws, applicable permits, Prudent Utility Practice and the other requirements set forth in this Contract. The transition of such possession and control of the Work from CONTRACTOR to DISTRICT as set forth above shall be accomplished in accordance with the procedures to be set forth in an operations transition plan to be initially developed by CONTRACTOR no later than one hundred and twenty (120) Days prior to the anticipated Substantial Completion Date which plan shall be subject to DISTRICT's review and approval.

6. Access Following Substantial Completion

After DISTRICT takes possession and control of the Work pursuant to Subparagraph W.3.a, DISTRICT will provide CONTRACTOR with reasonable access to the Work so as to complete the Work, including the punchlist items. CONTRACTOR shall complete the Work and shall perform its obligations using its reasonable efforts to minimize interference to the operations of the Work and only as scheduled by mutual agreement of the parties. CONTRACTOR shall use all reasonable efforts to promptly complete all punchlist Items prior to the Substantial Completion Date. Except as set out in this section, following Substantial Completion, DISTRICT will not be obligated hereunder to shut down, reduce or otherwise interfere with its operation of the Unit as a direct or indirect result of allowing CONTRACTOR access pursuant to this paragraph W.6. Upon CONTRACTOR's written request which shall be provided to DISTRICT with as much advance written notice as reasonably practicable, DISTRICT agrees to shut down the Unit for as many Days and scheduled at periods as CONTRACTOR reasonably requests in order for CONTRACTOR to perform additional Work; provided however that DISTRICT will not be required to shut down the Work pursuant to this paragraph W.6 for more than fifty (50) Days in the aggregate (such Days may, at CONTRACTOR's discretion, be consecutive). DISTRICT will (i) provide CONTRACTOR with reasonable advance written notice of any extended scheduled outages of the Unit and the expected duration thereof and (ii) cooperate with CONTRACTOR with regard to reasonable requests by CONTRACTOR for access during such extended scheduled outages of the Unit.

In the event DISTRICT fails to provide CONTRACTOR the access required pursuant to this paragraph W.6, CONTRACTOR shall be entitled to a change in work in accordance with Section D, paragraph C granting CONTRACTOR only an extension of time in the Project schedule and the Final Completion Guaranteed Date to account for the time CONTRACTOR was denied such access, in such case to the extent reasonably necessary to complete the Work (but such further

extension of time shall still be subject to the maximum aggregate number of Days of shutdown as provided in this paragraph W.6). In the event that a change in the Work is agreed and DISTRICT does not provide the access so agreed then CONTRACTOR shall be entitled to a change in work in accordance with Section D, paragraph C in the event that DISTRICT and CONTRACTOR have agreed to a scheduled outage for the Unit and DISTRICT does not provide access in accordance with such agreement.

7. Final Completion

Final Completion of the Work shall be deemed to have occurred only if and when all of the following have occurred:

- a Substantial Completion;
- b CONTRACTOR has successfully completed the Equivalent Availability Guarantee Period.
- c DISTRICT has received all drawings and specifications (including six (6) copies (NPPD to confirm #) (unless another quantity is specified in the Contract) and one (1) electronic copy of final as-built drawings of the Work, calculations, test data, performance data, equipment descriptions, required manuals, training aids, parts lists, and other technical information each as required hereunder for DISTRICT to operate and maintain the Work (electronic copies shall be developed and formatted to ensure compatibility with DISTRICT's approved software applications);
- d All tools and spare parts purchased by CONTRACTOR to replace those used by CONTRACTOR during start-up have been purchased and delivered to DISTRICT free and clear of liens;
- e All CONTRACTOR's and Subcontractors' personnel, supplies, tools, equipment, machinery, surplus materials, waste materials, rubbish, and temporary facilities to which DISTRICT does not hold title have been removed from the Site, and any permanent facilities used by CONTRACTOR and the Site have been reasonably restored to like new condition. All cleanup and disposal shall be conducted in accordance with all applicable laws. This requirement applies to the completion of the second unit, not the first unit and common equipment;
- f DISTRICT has received from CONTRACTOR all information reasonably requested by DISTRICT and required for DISTRICT's final fixed asset records with respect to the Work;
- g CONTRACTOR has paid DISTRICT all amounts due hereunder and not in dispute;

- h CONTRACTOR has assigned to DISTRICT or provided DISTRICT with all warranties or guarantees that CONTRACTOR received from Subcontractors;
- i CONTRACTOR has delivered and completed all Waiver of Liens Release forms, and has delivered such other documents and certificates as DISTRICT has reasonably requested to ensure compliance with all laws and regulations of the United States;
- j The punchlist items have been completed to the reasonable satisfaction of DISTRICT. If all punchlist Items have not been completed to the reasonable satisfaction of DISTRICT, then this condition (j) may still be satisfied by CONTRACTOR if (1) substantially all of the punchlist Items have been completed to the reasonable satisfaction of DISTRICT and (2) for those punchlist Items not completed to the reasonable satisfaction of DISTRICT the parties have agreed to a liquidated amount for each such punchlist item and CONTRACTOR has agreed that (i) if DISTRICT is holding a sufficient amount of retainage, such amount may be deducted by DISTRICT from final payment or (ii) if DISTRICT is not holding a sufficient amount of retainage, CONTRACTOR shall have paid DISTRICT such amount; and,
- k DISTRICT has delivered a fully executed Certificate of Completion evidencing that all of CONTRACTOR's obligations under this Contract required for Final Completion have been satisfied in full, which DISTRICT shall deliver as soon as possible, and in no event more than thirty (30) Days after satisfaction in full by CONTRACTOR of all of its obligations under the provisions of paragraphs W.5.a through W.5.j. If DISTRICT fails to give written notice to CONTRACTOR of any alleged non-satisfaction of CONTRACTOR's obligations under paragraphs W.5.a through W.5.j within thirty (30) Days after the date CONTRACTOR gives written notice of Final Completion to DISTRICT, CONTRACTOR shall be deemed to have satisfied such obligations; provided, however, that failure to so notify CONTRACTOR shall not void the warranty.

8. Changes in Guaranteed Dates

Except as otherwise set forth herein, no action by DISTRICT or CONTRACTOR (unless DISTRICT specifically agrees to the contrary) required or permitted under this paragraph W shall affect the Guaranteed Final Completion Date.

X. LIQUIDATED DAMAGES

1. Liquidated Damages for Delay in Delivery of Technical Documentation

If Delivery of CONTRACTOR's technical documentation identified in Specification Section I is delayed beyond the delivery milestone date, CONTRACTOR shall pay to DISTRICT the following sums as Liquidated Damages, and not as a penalty:

<u>Deliverables Set Milestones</u>	Delay Days	Liquidated Damages per Delay Day
Deliverables in Specification Section I	1-14 Days	\$500 per complete drawing Milestone Date per delay Day.
	15 or more Days	\$750 per complete drawing Milestone Date per delay Day (starting with the 15 th Day).

2. Liquidated Damages for Delay in Completion

CONTRACTOR agrees that if CONTRACTOR fails to complete the Work by the milestone dates specified below or by any approved time extension thereof, and if such failure shall be unexcused, damage will be sustained by DISTRICT, and, as it is and will be impracticable to ascertain and determine the actual damage which DISTRICT will sustain by reason of such delay, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed, agreed and Liquidated Damages and not as a penalty, the dollar amounts listed below for each and every delay Day for each activity for failure to achieve completion on or before the milestone dates listed.

Activity	Milestone Date	Liquidated Damages per Delay Day
Wet Flue Gas Desulfurization Systems Available	Refer to Specification Section 013216	1-10 Days = \$11,500/Day 11-25 Days = \$23,000/Day (starting on 11 th Day) Over 25 Days = \$46,000/Day (starting on 26 th Day)
Delay in Substantial Completion due to fault of CONTRACTOR's Work:	(INSERT DATE)	1-15 Days \$75,000/Day Over 15 Days = \$150,000.00/Day
Delay in Final Completion due to fault of CONTRACTOR's Work:	(INSERT DATE)	1-15 Days \$75,000/Day Over 15 Days = \$150,000.00/Day

3. Maximum Liability for Liquidated Damages for Delay

CONTRACTOR's maximum liability for Liquidated Damages for late delivery of technical documentation and late completion of the Work under paragraphs X.1 and X.2 shall not exceed twenty percent (20%) of the Contract Price.

4. Liquidated Damages For Failure To Meet Performance Guarantees

- a CONTRACTOR's sole guarantees are those contained in Specification Section G, Section 441130. Performance Guarantees subject to Liquidated Damages Performance Guarantees are as defined in paragraph X.5. These Performance Guarantees are contingent and based upon the operating conditions specified in the Specification. Performance Guarantees will be deemed satisfied by successful completion of Performance Tests as described in Specification Section G, Section 441130. Performance Tests shall be conducted by DISTRICT and witnessed by CONTRACTOR.
- b If the Work fails to meet any Liquidated Damages Performance Guarantees as provided herein, damages will be sustained by DISTRICT and, as it is and will be impracticable to ascertain and determine the actual damage DISTRICT will sustain by reason of such failure, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed, agreed and Liquidated Damages, and not as a penalty, the dollar amounts listed below for failure to meet the corresponding Liquidated Damages Performance Guarantee.
- c During the full commissioning period, DISTRICT shall provide access to the Work, skilled labor and operational personnel as reasonably required by CONTRACTOR. CONTRACTOR agrees to provide the necessary technical field advisors, skilled labor and operational personnel for the start-up and commissioning of the Work and be available to participate in start-up meetings as required. Start-up and commissioning of the Work will be performed by the CONTRACTOR.
- d If the Work fails to meet Performance Guarantees, then CONTRACTOR, at its sole option, may take necessary steps to correct the failure as soon as practicable, but in any event within 30 Days after CONTRACTOR receives DISTRICT's notice of the failure (the "Correction Period"). DISTRICT shall provide CONTRACTOR with continuous and uninterrupted access to the Work during the Correction Period. For any period of time that DISTRICT fails to provide CONTRACTOR continuous and uninterrupted access to the equipment during such 30 Day period when CONTRACTOR is dependent upon such access to achieve correction, then for the period of time that an DISTRICT-imposed interruption prevents CONTRACTOR from correcting the failure, CONTRACTOR shall receive additional time of an equal amount to correct the failure before CONTRACTOR is subject to Liquidated Damages for delay in achieving Liquidated Damages Performance Guarantees due to shortfall(s) in flue gas total pressure drop, FGD power consumption, reagent preparation / dewatering power consumption, maximum limestone consumption / limestone stoichiometric ratio, wall-board grade gypsum content, and equivalent availability. DISTRICT will

repeat those Performance Tests that CONTRACTOR failed, at CONTRACTOR's cost, when CONTRACTOR believes the failure has been corrected. If the Work again fails to meet the Liquidated Damages Performance Guarantees, CONTRACTOR will again be afforded an opportunity for correction, providing the Correction Period has not lapsed. If CONTRACTOR fails to meet all its Liquidated Damages Performance Guarantees by the end of the Correction Period, then CONTRACTOR shall pay the Liquidated Damages as specified below.

5. Shortfalls in Achieving Performance

- a DISTRICT shall be entitled to assess the following Liquidated Damage Performance Guarantees, together with the other Performance Guarantees, within the time specified in the plan of Work, as set forth below in this paragraph X. In the event CONTRACTOR has performed as specified in paragraph X.4.d with diligent efforts to correct performance defects or failures in order for the Wet Flue Gas Desulfurization Systems to simultaneously achieve the Liquidated Damage Performance Guarantees together with the other Performance Guarantees, CONTRACTOR shall be entitled, at CONTRACTOR's option, to pay DISTRICT Liquidated Damages Performance Guarantees assessments hereunder in lieu of performing additional Work to achieve the Liquidated Damage Performance Guarantees; provided, however, that payment of such Liquidated Damages shall not relieve CONTRACTOR of its obligations under this paragraph X.5, or as otherwise required by this paragraph X with respect to those Performance Guarantees that are deemed must achieve and that are not subject to Liquidated Damage Performance Guarantees assessments.

- b Calculation of Liquidated Damages Performance Guarantee Assessments. The parties agree that CONTRACTOR shall pay to DISTRICT as Liquidated Damages Performance Guarantees assessments, and not as a penalty, sums based upon the difference between the applicable actual measured/calculated performance parameters and the applicable Guaranteed performance parameters which are subject to Liquidated Damages (collectively, the "Liquidated Damage Performance Guarantees"), respectively, based strictly upon the Performance Tests.

- c Guaranteed Flue Gas Total Pressure Drop.

If the actual flue gas total pressure drop is more than the Guaranteed Flue Gas Total Pressure Drop, then CONTRACTOR shall pay to DISTRICT Liquidated Damages Performance Guarantees assessments of \$_____ per in. w.c. that the actual flue gas total pressure drop is more than the Guaranteed Flue Gas Total Pressure Drop.

d Guaranteed FGD Power Consumption

If the actual FGD power consumption is more than the Guaranteed FGD Power Consumption, then CONTRACTOR shall pay to DISTRICT Liquidated Damages Performance Guarantees assessments of \$_____ per kilowatt that the actual FGD power consumption is more than the Guaranteed FGD Power Consumption.

e Guaranteed Reagent Preparation / Dewatering Power Consumption

If the actual reagent preparation / dewatering power consumption is more than the Guaranteed Reagent Preparation / Dewatering Power Consumption, then CONTRACTOR shall pay to DISTRICT Liquidated Damages Performance Guarantees assessments of \$_____ per kilowatt that the actual reagent preparation / dewatering power consumption is more than the Guaranteed Reagent Preparation / Dewatering Power Consumption.

f Guaranteed Maximum Limestone Consumption

If the actual limestone consumption is more than the Guaranteed Maximum Limestone Consumption, then CONTRACTOR shall pay to DISTRICT Liquidated Damages Performance Guarantees assessments of \$_____ per pounds per hour that the actual limestone consumption is more than the Guaranteed Maximum Limestone Consumption.

g Guaranteed Wall-Board Grade Gypsum Content

If the actual content of the gypsum is below the requirements for Wall-Board Grade Gypsum as defined in Section G, Section 441130, then CONTRACTOR shall pay to DISTRICT Liquidated Damages Performance Guarantees assessments of \$_____.

h Guaranteed Equivalent Availability

If the actual equivalent availability is more than the Guaranteed Equivalent Availability, then CONTRACTOR shall pay to DISTRICT Liquidated Damages Performance Guarantees assessments of \$_____ per percent that the actual equivalent availability is more than the Guaranteed Equivalent Availability.

6. Maximum Liability for Liquidated Damages Performance Guarantees

CONTRACTOR's maximum liability for Liquidated Damages Performance Guarantees assessments under paragraph X.5 above shall not exceed twenty percent (20%) of the Contract Price.

7. Failure to Simultaneously Achieve Guaranteed Emissions After Implementation of Work

Guaranteed Emissions must be achieved in order to achieve Performance Test Completion with any delay to Substantial Completion and Final Completion subject to the Liquidated Damages provisions of paragraph X.5. If after implementing corrective action one or more times hereunder, and the Work fails to achieve the Guaranteed Emissions simultaneously with the other Performance Guarantees within the time specified in the plan of Work, DISTRICT may, at its option, proceed to correct CONTRACTOR's Work by the most expeditious means available, including but not limited to hiring a qualified third party to perform the necessary corrective action required in order for the Work in question to simultaneously achieve the Performance Guarantees, and all costs for such corrective action shall be for CONTRACTOR's account (including but not limited to incidental costs such as disassembly, removal, inspection, re-installation, and re-testing), or DISTRICT may retain the Work in question and an equitable adjustment reducing the Contract Price to reflect the diminished value of such Work will be made by written revision by mutual agreement. Notwithstanding the above, any delay in achieving Substantial Completion is subject to the Liquidated Damages provisions of paragraph X. The performance of such corrective action, whether by CONTRACTOR, DISTRICT or an independent third party, shall not impact or otherwise limit CONTRACTOR's warranties hereunder.

8. Maximum Aggregate Liquidated Damages Assessment

CONTRACTOR's maximum aggregate liability for Liquidated Damages under paragraphs X.1, X.2 and X.5 above shall not exceed twenty-five percent (25%) of the Contract Price. The remedy of liquidated damages specified herein shall not limit DISTRICT's other available remedies for CONTRACTOR's breach of or failure to perform any other provision of this Contract, including but not limited to, the right to terminate for failure to deliver after the cap in paragraph X.3 is reached. Payment of liquidated damages does not relieve CONTRACTOR of the obligation to meet any other scheduled completion dates specified in the Contract.

SECTION D
AGREEMENT

This Agreement is made and entered into by and between the Nebraska Public Power District, a public corporation, also called "DISTRICT" and the successful Bidder signing the Proposal, also called "CONTRACTOR."

WITNESSETH:

That the parties hereto do mutually covenant and agree with each other as follows:

A. CONTRACT DOCUMENTS

All items shall be furnished in accordance with, and the complete Contract includes, the sections and items checked below:

- | | |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice to Bidders | <input checked="" type="checkbox"/> Insurance |
| <input checked="" type="checkbox"/> Instructions to Bidders | <input checked="" type="checkbox"/> General Conditions |
| <input checked="" type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Engineering Specifications |
| <input checked="" type="checkbox"/> Proposal | <input checked="" type="checkbox"/> Requirements for Operation
and Maintenance Manuals |
| <input checked="" type="checkbox"/> Agreement | <input checked="" type="checkbox"/> Specification Drawings |
| <input checked="" type="checkbox"/> Performance Bond | <input checked="" type="checkbox"/> Supplements |

and all modifications incorporated in these documents by mutual agreement of the parties. All obligations of the DISTRICT and the CONTRACTOR are fully set forth and described therein.

In the event of a discrepancy or apparent discrepancy between any of the Contract Documents, as above defined, at the request of the CONTRACTOR, the DISTRICT shall give a written interpretation, thereof, which interpretation shall govern.

In case of conflict between the Contract Documents as above defined and any other drawings, specifications or provisions submitted by the CONTRACTOR either before or after the award of Contract to them, the Contract Documents shall prevail. In the event of conflicts between the requirements of Section G and the specified codes and standards, the most stringent requirements shall apply.

The Contractor shall be solely responsible for advising ~~Purchaser~~ the DISTRICT in writing of any conflicts between Section G and the drawings and the Contractor's methods, including performance and levels of quality. The Contractor agrees that its obligations, liabilities and warranties shall not be diminished or extinguished due to its meeting the requirements of Section G and the drawings.

The CONTRACTOR agrees to perform and complete the work as required in the Plans and Specifications, in a manner acceptable to and subject to the approval of the DISTRICT or its representatives.

The CONTRACTOR shall conduct its operations, as may be required on the property of the DISTRICT, in such a manner as not to unreasonably interfere with normal operations of the DISTRICT if any must continue during the progress of this work.

B. PAYMENT (PROCEDURES)

1. Acceptance and Payment

The DISTRICT'S acceptance of completed work and the remitting of final payment therefore shall in no way relieve the CONTRACTOR from their responsibility for warranties.

Invoices received by the DISTRICT shall be paid no later than thirty (30) calendar days after receipt by the DISTRICT. All material and work covered by partial or full payments remitted shall thereupon become the property of the DISTRICT, but this provision shall not be construed as relieving the CONTRACTOR from the sole responsibility for all materials and work upon which payments have been remitted or the restoration of any damaged work, or as a waiver of the right of the DISTRICT to require the fulfillment of all of the terms of the Contract.

In the event the DISTRICT takes exception to any invoiced item(s), the DISTRICT may withhold payment of said item(s). In such a case, the DISTRICT shall promptly notify the CONTRACTOR explaining the items(s) questioned, the reason for the exception, and what information or documentation the DISTRICT requires before payment will be remitted.

2. Progress Payment Schedule

As the work progresses the DISTRICT agrees to remit payments to the CONTRACTOR for completed work included in the Contract at the price established in Section C., Proposal, and as follows:

- a. Each Bidder may submit with their proposal a payment method for completing all work included in their quoted price.

The Bidder shall not submit any progressive payment method which requires payments in excess of ninety-five percent (95%) of the total Contract amount prior to final acceptance of the work by the DISTRICT.

- b. If no progressive payment plan is submitted by the Bidder, payment will be remitted as follows:

Ninety-five percent (95%) of the billing amounts for work completed.

Five percent (5%) to be retained until acceptance by the DISTRICT and fulfillment of all other terms of this Contract (except for the warranty provision). Acceptance as defined here is for the purpose of payment and does not constitute a waiver of any warranties.

- c. For any additional work ordered in writing by the DISTRICT payment will be remitted under the same provisions as it is remitted for other work under this Agreement, provided that a different progress payment schedule may be set up by mutual agreement.

3. Payment Withheld

The DISTRICT may withhold payment of the whole or part of any sum due to or claimed by the CONTRACTOR to such extent as may be necessary to protect the DISTRICT from loss on account of:

- a. Defective work not remedied or guarantees not met by the CONTRACTOR.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- d. Damage to another Contractor, Subcontractor, or third party.
- e. Failure of the CONTRACTOR to complete any part of their work in accordance with Section D, paragraph L, subparagraph 3.
- f. Failure of the CONTRACTOR to complete any part of their work in accordance with any completion schedules established in this Contract.

When the above grounds are removed, payment without interest shall be remitted for amounts withheld because of them.

4. Invoicing

All invoices shall be sent to:

Nebraska Public Power District
Attention: Accounts Payable
P.O. Box 1740
Columbus, Nebraska 68602-1740

The CONTRACTOR'S Federal Taxpayer Identification Number and the DISTRICT'S ten (10) digit Purchase Order Number shall be shown on all invoices. In addition, for sales tax purposes, all invoices shall clearly and separately reflect changes as required in Section C, Paragraph B, "Sales and Use Taxes".

C. CHANGES (CHANGE WORK)

1. The DISTRICT may order changes in the work consisting of additions, deletions, or other revisions which may or may not involve a change in cost. "Change Work" is defined as work not included in the original Contract work.
2. Whenever the DISTRICT shall order any such change, the DISTRICT will send to the CONTRACTOR a written change order specifying the change in work.
3. If at any time the CONTRACTOR receives any change order, drawing, specification, instruction or request from the DISTRICT, which the DISTRICT considers no-cost Change Work but which in the CONTRACTOR'S opinion requires the payment of additional compensation, they shall within fifteen (15) calendar days after such receipt notify the DISTRICT that they consider the change requires additional compensation.
4. The DISTRICT and the CONTRACTOR shall negotiate an agreement for compensation to be paid for such Change Work. When there is Change Work which involves some change in cost, compensation for such additional work or modified work resulting from such change, as well as credits for deletions or revisions, shall be determined by the unit prices as set forth in the Contract Documents. If no applicable unit prices have been so set forth but unit price is an appropriate method of revising cost, the parties shall mutually agree upon unit prices. If no unit prices have been so set forth or the parties are unable to agree on appropriate unit prices, either of the following methods, or a combination thereof shall be used to determine the revision in cost.
 - a. An agreed lump sum amount.
 - b. Cost plus a fixed fee to cover overhead and profit, which total shall include only the following:
 - (1) For work to be performed by CONTRACTOR:

- (a) Payrolls of all direct labor for labor up to and including general foremen directly engaged in performing the Change Work and in addition payroll related fringe benefits, such as vacation, sick leave, contractual union benefits, insurance, and taxes.
 - (b) Direct costs of materials entering permanently into the work and direct costs of the use of any construction equipment used in making the change during the period of its use on the Change Work, and direct costs of expendable supplies and materials utilized in the Change Work.
 - (c) CONTRACTOR'S fixed fee for overhead and profit as set out in C.4.c, below.
- (2) For work to be performed by Subcontractor:
 - (a) Payrolls of all direct labor for labor up to and including general foremen directly engaged in performing the Change Work and in addition payroll related fringe benefits, such as vacation, sick leave, contractual union benefits, insurance, and taxes.
 - (b) Direct costs of materials entering permanently into the work and direct costs of the use of any construction equipment used in making the change during the period of its use on the Change Work, and direct costs of expendable supplies and materials utilized in the Change Work.
 - (c) The combined CONTRACTOR and Subcontractor fixed fee for overhead and profit as set out in C.4.c, below.
- c. Any fixed fee to cover overhead and profit shall include all costs and expenses for management, engineering, drafting, administrative, secretarial, clerical, inspection, surveying, quality assurance, or any other type of labor not directly engaged in the performance of the Change Work, and other indirect expenses such as small tools expenses, office supplies, communication, and postage.
- d. The cost of any Change Work shall not include any Nebraska Sales or Use Tax or Federal Excise Tax for which the DISTRICT or the CONTRACTOR may be liable. Payment by the DISTRICT to the CONTRACTOR of any Nebraska Sales or Use Tax or Federal Excise Tax for which the CONTRACTOR is legally liable shall be made pursuant to

the provisions for reimbursement of such taxes found in the Proposal on page C-2 in Section C, paragraph B.

5. If in any of the situations outlined above the CONTRACTOR and the DISTRICT fail to agree upon compensation to be paid for Change Work or the DISTRICT rejects the CONTRACTOR'S written claim for additional compensation, the CONTRACTOR shall nevertheless promptly proceed with Change Work requested as specified, and the parties shall attempt to reach agreement at a later time.

In this instance the CONTRACTOR shall maintain accurate records of the cost of Change Work, including daily direct labor time records approved and signed by the DISTRICT, or its authorized representatives, and also records of its other costs.

- a. The CONTRACTOR agrees to perform the Change Work requested by the DISTRICT and not to claim additional compensation for delay resulting from the Change Orders and not to claim damages arising out of the giving of them, the amount of time, or the items when ordered, their full compensation for them being the payments provided according to paragraph C.4., above. Extensions of time for Change Work will be governed by provisions found in paragraph L.3., "Time for Completion".

D. EMPLOYMENT AND LABOR RELATIONS

All work to be done under this Contract shall be subject to the following regulations:

1. Qualifications for Employment

The CONTRACTOR shall abide by all lawful rules and regulations governing employment of persons on the work as covered by these Specifications and in execution of this Contract shall maintain fair labor standards. Workers who are citizens of the State of Nebraska shall be employed by this CONTRACTOR whenever possible.

2. Equal Opportunity

The following clause is applicable unless this Contract is exempt under the rules and regulations of the Secretary of Labor (41 C.F.R., Chapter 60, and any amendments thereto).

During the performance of this Contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, or national origin.
- c. The CONTRACTOR will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided, advising the labor union or workers' representative of the CONTRACTOR'S commitments under Section 202 of Executive Order No. 11246, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONTRACTOR will comply with all provisions of Executive Order No. 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The CONTRACTOR will include the provisions of paragraph a. through g., in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each Subcontractor or vendor.

During the performance of furnishing goods or services, as stipulated in Contract, the CONTRACTOR agrees that it will comply with the provisions of 41 C.F.R. §60-741.4 relating to employment of the Handicapped and 41 C.F.R. §60-250.4 relating to employment of Disabled Veterans and Vietnam Era Veterans.

3. Nebraska Fair Employment Practice Act

The CONTRACTOR and their Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, marital status or national origin.

Disability shall mean any physical or mental condition, infirmity, malformation or disfigurement as defined in the Act which is unrelated to each person's ability to engage in a particular occupation, and this paragraph shall not preclude denying privileges or employment when the nature and extent of a disability reasonably precludes the performance of the particular employment.

4. Labor Relations

The CONTRACTOR shall be responsible for their own labor relations with any trade or union represented among their employees, and they shall negotiate and seek to adjust all disputes between themselves and their employees or anyone representing such employees. The same responsibility shall extend to the Subcontractors.

If the CONTRACTOR has any dispute with their employees or with any trade or union regarding work at the construction site, they shall promptly give complete information concerning the dispute to the DISTRICT and they shall take immediate steps to resolve such dispute. If the CONTRACTOR fails to administer their labor relations, or to supervise the administration of their Subcontractor's labor relations or their labor relations interfere with the performance of the work under this Contract or work of other contractors, to the extent that the DISTRICT determines the project schedule is thereby jeopardized, the DISTRICT may, if it so elects, intervene and attempt to effectuate a solution or adjustment of such matter which will permit the uninterrupted continuation of the construction work. The CONTRACTOR shall cooperate with the DISTRICT to reach such a solution or adjustment by such means as attendance at meetings or conferences called by

the DISTRICT, exchange of information and other means suggested by the DISTRICT.

The CONTRACTOR shall, promptly and without detriment to the work, dismiss for cause, any superintendent, foreman, or any other employee of the CONTRACTOR or their Subcontractor, for reasons including but not limited to the following:

- a. Intoxication, use of drugs, fighting, stealing or willful destruction of property; or
- b. Reporting to the site with contraband such as: drugs, firearms, explosives, any concealed weapons, or alcoholic beverages.

Any person discharged for cause by the CONTRACTOR or Subcontractor may not be re-employed on the jobsite, without the DISTRICT'S approval.

E. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the regulations promulgated under the Occupational Safety and Health Act Public Law 91-596 (OSHA), plus state and local statutes.

F. LAWS AND REGULATIONS

Laws, Ordinances and Regulations

In the execution of the work under this Contract, the CONTRACTOR and their Subcontractors shall comply with all prevailing and applicable laws and ordinances. The CONTRACTOR shall protect the DISTRICT from all fines and penalties (except "consequential damages" as specified in paragraph Q) arising from violation of laws and ordinances of any kind by either themselves or their Subcontractor in effect on the date of this Contract.

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, they shall promptly notify the DISTRICT in writing and, any necessary changes shall be adjusted as provided in paragraph C.3, herein.

G. AUDIT AND INSPECTION

If work hereunder is being performed on a time and expense basis, or in the event that the work is being performed on a fixed price basis and any portion of the work is

subsequently performed on a time and expense basis through an Amendment to this Contract, the CONTRACTOR shall keep accurate records and books of accounts showing all charges and expenses incurred in the performance of such work. The DISTRICT shall have the right upon reasonable notice to verify at any time, up to two (2) years after satisfactory completion of the work and/or services, all costs, expenses, and disbursements made or incurred by the CONTRACTOR in connection with the work to be performed on a time and expense basis hereunder and may examine the CONTRACTOR'S books and records relating thereto.

If work hereunder includes materials and or equipment, the DISTRICT reserves the right to perform such examination, inspection and tests of equipment, material and workmanship as it may desire to assure itself that the work meets all specified requirements. The CONTRACTOR shall furnish all information requested by the DISTRICT concerning the nature, quantity, or source of any materials or equipment.

Authorized inspectors for the DISTRICT shall have authority to reject materials and workmanship which are defective or not in accordance with this Contract, and to require their correction or replacement. If the CONTRACTOR fails to proceed at once with the replacement of rejected material or the correction of defective workmanship, the DISTRICT may, by Contract or otherwise, replace such material and correct such workmanship and charge the direct cost thereof to the CONTRACTOR.

Authorized representatives of the DISTRICT shall be allowed access to CONTRACTOR or Subcontractor facilities for the purpose of auditing the services being rendered and the quality related program of the CONTRACTOR. The DISTRICT shall have the right to such information as is necessary to demonstrate that engineering, procurement, and production are proceeding in accordance with established schedules. The DISTRICT shall also have the right to inspect the material, equipment, and the CONTRACTOR'S or Subcontractor's production and inspection procedures, to confirm that the requirements of this Contract are being complied with. Reasonable notice of any such audit shall be provided to the CONTRACTOR prior to the audit. Such notice shall be in writing and shall include such information as the scope and schedule of the audit and, if known, the name of the participants.

Nothing contained in the above paragraphs shall in any way void, restrict, or limit the right of the DISTRICT to later conduct such performance tests as it may desire, or its rights under any warranty or guarantee.

H. PATENTS AND ROYALTIES

All royalties and license fees to cover claims or patents of any nature shall be paid by the CONTRACTOR.

As CONTRACTOR'S sole obligation and DISTRICT'S sole remedy for any claim or suit involving patents or copyright, any suit or action brought against the DISTRICT, its officers, employees or agents based on a claim that any invention, equipment, product, or

process, or any part thereof furnished hereunder, or the use thereof in connection with this Contract, constitutes an infringement of any patent rights, shall be defended by the CONTRACTOR if notified promptly in writing and given authority, information and assistance for the defense of same, and, CONTRACTOR shall pay all costs and damages awarded therein against the DISTRICT.

In case any invention, equipment, product or process, or any part thereof or the use thereof is in such suit held to constitute infringement and its use is enjoined, the CONTRACTOR shall, at their own expense, either procure for the DISTRICT the right to continue using said invention, equipment, product, or process, or modify it so it becomes non-infringing or replace same with non-infringing invention, equipment, product, or process, or refund the purchase price and the transportation and installation costs thereof.

I. PAYMENTS BY THE CONTRACTOR AND UNEMPLOYMENT COMPENSATION FUND

The CONTRACTOR shall provide all material, labor, services, supervision, construction equipment, transportation, tools, and such other items necessary to perform and complete the work under this Contract, and shall pay for same in a timely fashion.

The CONTRACTOR will pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due under the provisions of Sections 48-601 and 48-671 of Nebraska Revised Statutes on wages paid to individuals employed in the performance of this Contract.

Notwithstanding anything to the contrary herein provided, final payment cannot be made by the DISTRICT on the final three percent (3%) of all work performed on this Contract in the State of Nebraska until the DISTRICT has received from the CONTRACTOR a written clearance from the State's Commissioner of Labor certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the CONTRACTOR or their Subcontractor to the Unemployment Compensation Fund. (This paragraph shall apply only to contractors who employ Nebraska residents.)

J. SUBCONTRACTORS AND ASSIGNMENT

1. Subcontractors

No part of this Contract shall be sublet without the approval of the DISTRICT. The CONTRACTOR shall be as fully responsible to the DISTRICT for acts and omissions of their Subcontractor and of the persons either directly or indirectly employed by their Subcontractor as they are for the acts and omissions of persons directly employed by them. Nothing contained in the Contract Documents shall be construed to create any contractual relation between any Subcontractor and the DISTRICT.

2. Assignment of Contract

The CONTRACTOR shall not assign this Contract or any part hereof without the approval of the DISTRICT.

K. TERMINATION OF CONTRACT

1. By DISTRICT

- a. The DISTRICT may at any time, and without cause, terminate this Contract by mailing a written notice thereof to the CONTRACTOR at the address given in the Proposal Section of these Contract Documents. Upon any such Termination, the CONTRACTOR shall be compensated by the DISTRICT, in accordance with the terms of this Contract, for all work completed prior to termination but for which compensation has not been made; all work done in accordance with the DISTRICT'S termination instructions; and any reasonable costs and expenses directly and reasonably incurred by the CONTRACTOR in terminating this Contract. Such compensation shall not exceed the total value of this Contract.
- b. In the event that there is a material breach of this Contract by the CONTRACTOR or by any of their Subcontractors, the DISTRICT may serve written notice upon the CONTRACTOR and the Surety of its intention to terminate the right of CONTRACTOR to perform the Contract. Unless within twenty-four (24) hours after the serving of such notice such violation shall cease and satisfactory arrangement for correction be made, the right of the CONTRACTOR to perform the Contract shall cease and terminate. In the event of any such termination, the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within fifteen (15) calendar days from the date of the mailing to such Surety of notice of termination, the DISTRICT may itself take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and their surety shall be liable to the DISTRICT for any reasonable excess cost occasioned thereby to the DISTRICT, and in such event, the DISTRICT shall have the right, at its option, to take possession of and utilize such materials and appliances as may be suitable for the work, and to supplement them as necessary to complete the Contract work.

2. By CONTRACTOR

If the performance should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone employed by them, or should the DISTRICT fail to

pay the CONTRACTOR within thirty (30) calendar days any sum due in accordance with paragraph B, the CONTRACTOR may stop performance or terminate this Contract, upon fifteen (15) calendar days notice in writing unless the DISTRICT, during such time, has removed such conditions. Upon any such termination, the CONTRACTOR shall be compensated by the DISTRICT, in accordance with the terms of this Contract, for all work completed prior to termination but for which compensation has not been made; all work done in accordance with the DISTRICT'S termination instructions; and any reasonable costs and expenses directly and reasonably incurred by the CONTRACTOR in terminating this Contract. Such compensation shall not exceed the total value of this Contract.

L. PROGRESS OF THE JOB

1. Schedule

Within thirty (30) calendar days from date of notification of award of Contract or after the dates for performance are fixed, whichever is later, the CONTRACTOR shall submit a progress schedule showing the order in which they propose to carry on the work, with dates when they will start the several parts of the work and dates of completion of each of the several parts of the work. Such Progress Schedule shall in all respects conform to the requirements presented in Section C., or elsewhere in this Contract. When approved by the DISTRICT, this Progress Schedule shall be subject to the provisions of subparagraph 3, herein.

2. Reports

In compliance with the request of the DISTRICT, the CONTRACTOR shall promptly provide reports on their undertakings under this Contract without any change in the Contract price.

3. Time for Completion

The Contract will be awarded to the CONTRACTOR in reliance upon their maintaining the completion, delivery, drawing, and submittal date(s) established in the Contract Documents, and the CONTRACTOR shall make provisions to effectively proceed with the work immediately upon notification of award to them.

M. FORCE MAJEURE

The CONTRACTOR agrees that each part of the work shall be completed in accordance with paragraph L.1, above and that all parts of the work under this Contract shall be completed on or before the date(s) established in the Contract Documents. The CONTRACTOR agrees that in making this undertaking and scheduling the work involved, they have taken into consideration, made allowances for, and will provide

corrective action for all of the ordinary delays and hindrances incident to such work whether growing out of delays due to normally inclement weather, in securing materials or workers, or otherwise. In the event that the CONTRACTOR is delayed in the performance of the work as a result of causes beyond their control and which they could not have reasonably anticipated and without their fault or negligence, such as acts of God, fire, flood, war, or governmental or judicial action, the time specified in the Contract Documents for completion of the work may be extended for an appropriate period reflecting the actual effect of the delay on the performance of the work, provided the CONTRACTOR gives written notice thereof to the DISTRICT or Engineer within fifteen (15) calendar days after the commencement of such delay.

If the CONTRACTOR encounters extra costs as a result of delays which are beyond their control and which they could not have reasonably anticipated and without their fault or negligence, including those delays which are due to the actions of the DISTRICT, but not including delays resulting from unavailability of labor, strikes, work stoppages, or slow downs or any labor disputes, or delayed shipment of material or equipment, the CONTRACTOR shall promptly give the DISTRICT notice, in writing, of such extra costs to which they believe they are entitled and they shall furnish satisfactory documentation of such extra costs. The CONTRACTOR shall take immediate action to minimize the effect of such extra costs. The CONTRACTOR shall recover no such extra costs if incurred more than fifteen (15) calendar days prior to giving the notice herein required.

Any adjustment to the Contract Price and any additional time to which the CONTRACTOR is entitled shall be mutually determined by the CONTRACTOR and the DISTRICT, and the CONTRACTOR shall be notified of such adjustment in writing by the DISTRICT. If the CONTRACTOR and the DISTRICT fail to agree upon such adjustments, the DISTRICT shall determine an equitable adjustment therefore and modify the Contract Price and the Contract time for completion, accordingly.

N. WARRANTY

CONTRACTOR warrants that all equipment, materials and workmanship provided hereunder will be new, free from any defects, and will conform to the requirements of this Contract.

CONTRACTOR further agrees to remedy all defects and to replace promptly F.O.B. point of original delivery any part or parts of the equipment, materials, or workmanship furnished by CONTRACTOR that may be or become defective within one (1) year after the equipment or materials have been first put into successful operation, or eighteen (18) months from date of delivery, whichever comes first, whether or not such defect or defective equipment, materials or workmanship is due to a cause existing or known to exist when said equipment, materials or workmanship were first put into operation by the DISTRICT.

If the CONTRACTOR supplies any material or equipment whose manufacturer's warranty does not comply with the DISTRICT'S warranty, the CONTRACTOR will supplement said warranty to bring it into compliance with the DISTRICT'S warranty as set forth in the above paragraph.

After giving reasonable notice of such defects to CONTRACTOR, the CONTRACTOR shall proceed immediately to take action towards correcting such defects. If, after forty-eight (48) hours, the CONTRACTOR fails to take any action towards correcting said defect or defective equipment, material or workmanship, the DISTRICT shall have the right to correct or replace defective or non-conforming equipment, materials or workmanship and the CONTRACTOR shall pay the DISTRICT the reasonable cost and expense thereof.

This warranty shall then continue to any corrected or replaced equipment, materials or workmanship until one (1) year after the date when such corrected or replaced equipment, materials or workmanship was put into successful operation.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

O. PROPRIETARY INFORMATION

All know-how, data, documents, designs, drawings, bills of material, specifications, and other information furnished hereunder and conspicuously marked as proprietary (herein collectively referred to as "Proprietary Information") by either party shall be received by the other party in confidence. Each party shall use its best efforts to preserve the value of such proprietary information and maintain its confidentiality; however, it is recognized that the DISTRICT requires and is hereby granted the right to utilize such proprietary information in the ongoing conduct of its operations and that, in accordance therewith, the DISTRICT may reveal or release such proprietary information to DISTRICT consultants and other third parties as is necessary, in its judgment, for the conduct of its operations.

This obligation of confidentiality shall not apply to any verbal communications unless they are promptly thereafter reduced to a written memorandum acknowledged by both parties. In addition, this obligation of confidentiality shall not apply to any proprietary information which is (1) in the public domain at the time of disclosure or thereafter becomes part of the public domain by publication or otherwise, other than by the receiving party; or (2) is in the receiving party's possession prior to the disclosure as shown by written record; or (3) after it has lawfully been obtained by the receiving party on a non-confidential basis from other sources; or (4) is required to be disclosed or otherwise made public by order of a court of competent jurisdiction.

The provisions of this paragraph shall survive the term of this Contract and continue in full force and effect for a period of two (2) years beyond the termination of this Contract.

P. INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless the DISTRICT, its officers, agents, or representatives from and against all losses and all claims, demands, suits, actions, payments, judgments arising from personal injury or otherwise, brought or recovered against the DISTRICT, its officers, agents, or representatives by reason of any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of this Contract including any and all expense, legal or otherwise, incurred by the DISTRICT, its officers, agents, or representatives in the defense of any claim or suit.

Q. CONSEQUENTIAL DAMAGES

Neither the CONTRACTOR nor their Surety will be held responsible by the DISTRICT for loss of revenue, cost of purchased power or other items of like nature commonly called “consequential damages”.

R. LIMITATION OF LIABILITY

The CONTRACTOR’S maximum amount of liability under this Contract, whether based on contract, tort, or any other legal theory, shall be limited to, and shall not exceed, twice the value of the Contract.

S. COPELAND ANTI-KICKBACK ACT

Contractors and subcontractors on public buildings or works financed by loans or grants from the U. S. government shall furnish a weekly statement to the DISTRICT of wages paid. They shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The DISTRICT shall report all suspected or reported violations to the Federal awarding agency.

T. CLEAN AIR ACT

The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq) as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

U. ENERGY POLICY CONSERVATION ACT

The CONTRACTOR and their subcontractor(s) shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, (Pub. L., 94-163, 89 Stat. 871).

V. PROJECTS INVOLVING FEDERAL FUNDS

The CONTRACTOR is hereby notified that the grantee, subgrantee, Federal grantor agency, the Comptroller General of the United States or any authorized agent may review any books, documents, papers and records of the contractors directly related to projects involving federal funds.

W. STANDARD CERTIFICATION REQUEST

By execution of the Contract, the CONTRACTOR certifies that the CONTRACTOR'S organization and its principals are not suspended or debarred by the Federal Government from receiving federal funds, per OMB Circular A-102.

X. CONTRACT PERFORMANCE BOND

1. General Provisions

The CONTRACTOR will furnish an approved Contract Performance Bond on the standard form attached, which bond shall be executed in a penal sum equal to and not less than the total maximum amount of the Contract and shall be furnished within the time-frame established by the DISTRICT'S Board of Directors at the time of award (no less than fifteen (15) calendar days). The Bond furnished under this section shall be subject to the approval of the DISTRICT. Two (2) copies of the bonding agent's power of attorney shall be furnished.

The Performance Bond furnished under this Contract shall be in force until all terms of the Contract have been fulfilled, including the term of the warranty.

In the event any Surety furnished by the CONTRACTOR should prove unsatisfactory at any time to the DISTRICT upon notice to the CONTRACTOR, the latter shall arrange for a new Surety or Sureties satisfactory to the DISTRICT and no further payments shall be made to the CONTRACTOR until such new Surety or Sureties shall qualify and be approved by the DISTRICT.

2. Surety Company

Surety bonds herein required of the CONTRACTOR shall be written by a company duly authorized to do business in the State of Nebraska and must appear on the most recently published U.S. Treasury Department Surety List of approved sureties and must act within the limitation listed therein.

3. Instructions for Completing Bond Form

- a. The full name and residence of each party (principal and surety) to the bond must be inserted in the first paragraph. The full name of the

principal shall exactly match the name of the Bidder entered on Page C-1 of the Contract Documents.

- b. If the principal is a partnership, the full name of all partners must be inserted in the first paragraph, which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
- c. The State of incorporation of each corporate party (principal and surety) to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of both parties.

BOND FORM ON FOLLOWING PAGE

4. PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we, _____

as principal, and _____

as surety, are held and firmly bound unto the Board of Directors of the Nebraska Public Power District, a corporation organized under the Laws of the State of Nebraska, with its principal place of business in the City of Columbus, Nebraska, in the penal sum of _____

and for the payment of which we hereby bind ourselves, our successors and assigns jointly and severally and firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden _____

has been awarded by the Nebraska Public Power District, a public corporation, the Contract for providing certain equipment, apparatus, material and labor to the DISTRICT; which Contract is designated No. _____ and entitled _____

and together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part thereof as fully and amply as if said Contract was recited at length herein.

NOW, THEREFORE, if said Principal herein shall in all respects fulfill this said Contract according to the terms and tenor thereof and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law. It is expressly agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said Contract as

specified in said Contract and in strict accordance with the terms thereof and the specifications thereto attached and made a part hereof, but that it is given to secure and does also secure the payment of all laborers and mechanics for labor that shall be performed and for the payment for material and equipment rental which is actually used or rented in the erecting, furnishing, or repairing of the public structure or improvement provided for in said Contract or in performing said Contract in conformity with the provisions of Sections 52-118 to 52-118.02 of Nebraska Revised Statutes, and if such payments be made and all of the undertakings herein performed, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications and agrees this bond shall apply to the changed agreement resulting therefrom.

Signed and sealed this _____ day of _____, 20____.

Principal SEAL

By _____

Surety SEAL

GENERAL RELEASE, INDEMNIFYING AGREEMENT, AND AFFIDAVIT

Upon completion of all work under the Contract, CONTRACTOR will execute and deliver as a final obligation under the Contract, a General Release, Indemnifying Agreement, and Affidavit in accordance with the form found in this Contract Document. Upon DISTRICT acceptance and approval of the properly executed Release, Indemnifying Agreement, and Affidavit, the CONTRACTOR will be entitled to receive final payment under the Contract. Should the CONTRACTOR fail to submit said executed document or should the DISTRICT fail to accept and approve said executed document, any final payment due CONTRACTOR will be suspended until such time as a Release, Indemnifying Agreement, and Affidavit is accepted and approved by the DISTRICT.

KNOW ALL MEN BY THESE PRESENTS, that _____
Name of Contractor

of _____ do(es) apply for the sum of
_____ dollars, final payment (with
the exceptions listed below) due as under _____
Purchase Order-Contract No.

with Nebraska Public Power District. On receipt of this sum (\$ _____),
_____, does remise, release, and
Name of Contractor

forever discharge, and by these presents do for ourselves, our heirs, executors, administrators, successors, legal representative, and assigns, remise, release and forever discharge Nebraska Public Power District, its successors and assigns of and from all, and all manner of actions, causes of action, suits, debts, dues, sums of money, Contracts, judgments, damages, claims, and demands whatsoever, in law or equity, (with the exceptions listed below), which against said Nebraska Public Power District, we ever had, now have, or which our heirs, executors, administrators, successors, legal representatives, or assigns may have for, upon, or by reason of any matter, cause or thing whatsoever, arising out of or in connection with the performance of that certain Contract No. _____ between ourselves and said Nebraska Public Power District dated _____, for the construction of and/or equipment delivery of _____, we further warrant and say under oath, that we have fully paid for equipment, materials and labor supplied to us by other persons for such work, and we will indemnify, and hold harmless, the Nebraska Public Power District, from any and all loss or damage, Nebraska Public Power District, jointly or severally may suffer by reason of any claim, lien, or notice of lien, for said equipment, materials, and labor and that this Release, Indemnifying Agreement, and Affidavit is made for the purpose of inducing Nebraska Public Power District, to make final payment



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(with the exceptions listed below) for the work performed, equipment delivered and services rendered under said Contract.

EXCEPTIONS, IF ANY

1. Final _____ percent (%) retainage pursuant to the terms of payment of the Contract. (Delete if not applicable.)
2. _____,
3. _____,
4. _____,

The terms of this document are contractual and not a mere recital and may not be changed orally.

IN WITNESS WHEREOF, I have hereunto set my hand the _____ day of _____, 20____.

Name of Contractor

By _____

(Title)

STATE OF _____)

) ss:

COUNTY OF _____)

On the _____ day of _____, 20____, before me personally came _____, _____ of
(Name) (Title)

_____, known to me to be the individual described
Name of Contractor

in, and who executed the foregoing instrument, and duly acknowledged that they have authority to execute the foregoing instrument and that the execution thereof is their voluntary act and deed, and voluntary act and deed of said _____.
Name of Contractor

Witness my hand and notarial seal, the day and year last above written.



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NOTARY SEAL

Notary Public

My Commission expires _____, 20____.

SECTION E INSURANCE

The CONTRACTOR shall not begin work under this Contract until it has obtained all insurance coverages required under this Section and such insurance has been approved by the DISTRICT.

The following insurance coverages shall be kept in force during the life of this Contract and shall be primary with respect to any insurance or self-insurance programs covering the DISTRICT, its directors, officers, agents, representatives and employees.

A. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Workers' Compensation Insurance with statutory limits as required by the State of Nebraska, and Employers' Liability Insurance with a minimum acceptable limit of \$100,000 each accident.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance against claims for damages resulting from bodily injury, including death, personal injury, and property damage. The minimum acceptable limit of liability shall be \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, such limit shall not be less than \$2,000,000.

The insurance required herein shall not exclude the following forms of protection:

1. X.C.U.
2. Broad Form Property Damage
3. Contractual Liability
4. Protective Liability
5. Products/Completed Operations

C. AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobiles. The minimum acceptable limits of liability shall be \$1,000,000 combined single limit for each accident.

D. CERTIFICATE OF INSURANCE

The CONTRACTOR shall furnish the DISTRICT with two (2) copies of a certificate of insurance evidencing coverage required in paragraphs A., B., and C. above. Such certificate(s) shall specifically state that the insurance company or companies issuing these insurance coverages shall give the DISTRICT at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If coverage on the certificate(s) is shown to expire prior to completion of all terms of this Contract, the CONTRACTOR shall furnish a certificate of insurance evidencing renewal of its coverage to the DISTRICT. The certificate(s) of insurance shall clearly reference this Contract number.

The CONTRACTOR shall also require every Subcontractor performing work under this Contract to maintain the same coverages required in paragraphs A., B., and C. above.

E. INSURANCE COMPANY

All insurance coverages herein required of the CONTRACTOR shall be written by an insurance company(ies) transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act.

SECTION F GENERAL CONDITIONS

A. DEFINITIONS

A.1. THE DISTRICT

Whenever reference is made to the "DISTRICT," "Owner," and "Purchaser" these terms shall be considered as interchangeable and as used herein shall mean Nebraska Public Power District. The DISTRICT will maintain general direction of the work, and shall recognize no extra work that has not been authorized and ordered beforehand in writing. The DISTRICT or its designated representative has the right to stop the work whenever and for so long as such stoppage may be found necessary to ensure proper execution of the contract.

A.2. THE ENGINEER

Whenever reference is made to the Engineer, it shall mean Nebraska Public Power District, P.O. Box 499, Columbus, Nebraska 68602-0499. The Engineer will be the sole judge of the meaning and intent of the drawings, details and specifications, and whenever a dispute arises, the CONTRACTOR must abide by the Engineer's decisions which will be in writing.

A.3. THE PROJECT ENGINEER

Whenever reference is made to the Project Engineer, it shall mean Nebraska Public Power District, Site Project Engineer, with field office address at Gerald Gentleman Station, P.O. Box 68, Sutherland, Nebraska 69165.

The Project Engineer will in general perform among other duties overall coordination of the contractors on the jobsite, review work schedules and manning for conformance with project schedules and Contract provisions.

A.4. THE CONSULTING ENGINEER

Whenever reference is made to the Consulting Engineer, it shall mean Sargent & Lundy LLC, 55 E. Monroe St., Chicago, Illinois 60603. The Consulting Engineer will be a firm retained by the DISTRICT.

A.5. THE INSPECTOR

Whenever reference is made to the Inspector, it shall mean Nebraska Public Power District or its designated representative.

The Inspector shall be responsible for the DISTRICT'S quality assurance of shop and field work and shall be responsible for the DISTRICT'S check that all work is fabricated and stored, protected and installed in accordance with the Contract drawings and specifications.

5.6. THE CONTRACTOR

The terms "Bidder" (when referring to the time period after the award of the Contract), "Manufacturer," "Vendor," and "CONTRACTOR" as used herein are one and the same and reference to any shall be as if the term " CONTRACTOR" had been used.

The CONTRACTOR shall give efficient supervision to the work, using their best skill and attention. The CONTRACTOR shall keep on their work, during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the DISTRICT. The Superintendent shall not be changed except with the consent of the DISTRICT, unless the Superintendent proves to be unsatisfactory to the CONTRACTOR and ceases to be in their employ. The Superintendent shall act for the CONTRACTOR in their absence and all directions given to such Superintendent shall be binding as if given to the CONTRACTOR. The CONTRACTOR shall be responsible for the work from the date of their Contract until its acceptance by the DISTRICT.

B. CODES, LAWS AND PERMITS

All work performed under this Contract must comply with prevailing applicable federal, state, county or municipal laws or ordinances. Where federal, state, county, or municipal laws or ordinances require licenses or permits to furnish or install equipment or materials, the CONTRACTOR shall obtain any such permits at their own expense, excepting only that the DISTRICT will provide any required building permits, generating permits and environmental permits from appropriate regulatory bodies (e.g., Power Review Board). Inspections by insurance, city and state representatives shall be arranged and paid for by the CONTRACTOR in connection with permits obtained by the CONTRACTOR.

C. STANDARDS

Wherever standard codes or specifications are referred to herein, or on the drawings, either by title or by number, the latest revision of such standard code or specification shall apply.

D. PURCHASE ORDER AND SUBCONTRACT COPIES

The CONTRACTOR shall, upon request, furnish to the DISTRICT three (3) unpriced copies of all purchase orders and subcontracts immediately upon their placement or execution. All supporting information, which is made a part of such orders or subcontracts, must be included.

E. TECHNICAL DIRECTION OF INSTALLATION, FIELD AND START UP TESTING

If technical direction is required during the execution of the work under this Contract, the following paragraphs shall apply.

~~Technical Direction of Installation, Field and Start Up Testing is defined as technical direction and services supplied by the CONTRACTOR in connection with the erection, field and start up testing of equipment supplied by the CONTRACTOR under this Contract. These services are subject to the DISTRICT'S approval.~~

~~The CONTRACTOR shall provide the services of qualified personnel to give technical advice regarding methods and procedures for the unloading, handling, storage and installation of the equipment covered by this Contract; to direct the DISTRICT'S representatives in making operating tests; and to instruct the DISTRICT'S operating personnel in the recommended procedures for starting, operating, and shutting down the equipment.~~

~~The qualified personnel shall also perform the following services:~~

- ~~1. Inspect the major parts as to assembly, clearances, alignment, and cleanliness.~~
- ~~2. Observe work practices and procedures of installation personnel to assure that factory recommended installation procedures are not violated.~~
- ~~3. See that the necessary prints and instructions are provided to accomplish planned installation.~~

~~The CONTRACTOR shall furnish special erecting tools and instruments if required.~~

~~The CONTRACTOR shall warrant that the technical direction for the installation shall be competent. If any equipment or structures shall prove to have been damaged as a direct result of defective technical direction within the year after the initial date of commercial operation, the CONTRACTOR shall repair or replace the parts directly affected by such defective technical direction at the CONTRACTOR'S expense. For requirements on technical direction, field services and training, refer to Section G.~~

F. SCHEDULE AND PROGRESS REPORTS

In addition to any other requirements in this Contract Document, the CONTRACTOR shall furnish to the DISTRICT, thirty (30) days after notification of award of the contract, a Critical Path Method (CPM) schedule of expected progress for the work to be performed under this contract, conforming in all respects to the requirements of Section D, paragraph L, subparagraph 1 of this Contract Document.

Any data required by the CONTRACTOR from other contractors, or the DISTRICT, shall be indicated merely by an arrowhead activity. CONTRACTOR'S assumed times for these activities will be subject to approval of the DISTRICT. Such schedules as are

furnished by the CONTRACTOR shall be accompanied by appropriate computer runoff sheets to show as a minimum the Earliest Starting Dates (ESD) and the list of total float in ascending order.

The CONTRACTOR shall submit to the DISTRICT, their purchase order lists showing their various suppliers, purchase order numbers, date, a description of the material involved and the delivery date specified. (Refer Section F, paragraph H, page F-2.) The CONTRACTOR shall also submit copies of subcontracts which they execute showing date, a description of work or material to be furnished, and delivery dates. (Refer Section F, paragraph H, page F-2.) Such information shall be provided promptly so that the DISTRICT will be aware of the progress and adherence to the schedule by the CONTRACTOR in placing of orders and adherence to the specific specification requirements of the Contract Documents.

During the course of the work, the CONTRACTOR shall regularly update their CPM schedule for the current aspects of their work and officially submit this updated information to the Project Engineer on a monthly basis on the last day of the month. If the Project Engineer decides that the CONTRACTOR'S original CPM schedule has been sufficiently changed in the course of their work, the CONTRACTOR shall submit a new and revised CPM schedule within fifteen (15) days of such notification.

The CONTRACTOR shall confer on a regularly scheduled basis with the DISTRICT and with the other contractors for the purpose of formulating the detailed work in accordance with the schedules and coordinate their work with the work of other contractors.

The CONTRACTOR shall conform to the DISTRICT'S overall program to achieve the rapid completion of the project as a whole and within the limits of the agreed upon schedule which form part of this Contract.

The CONTRACTOR shall have their trades afford all other trades under the control of other contractors every reasonable opportunity for the installation of their work as well as for the storage of their material and equipment.

When the CONTRACTOR is required to place, install, or connect up material or equipment furnished by others, the CONTRACTOR shall notify the DISTRICT in writing from time to time when such equipment or material will be needed, and the CONTRACTOR shall cooperate with the DISTRICT in arriving at the best workable overall scheduling of such work.

The CONTRACTOR shall provide the DISTRICT with a schedule of submittals of drawings for approval, delivery of material or equipment, and purchase order numbers, dates, descriptions of material involved, and specific delivery dates.

G. FIELD PERSONNEL AND EMPLOYMENT RECORDS

All portions of the contracted field work shall be done by personnel who are experienced and skilled in the type of work assigned to them. All work shall be accomplished by currently accepted methods, using CONTRACTOR supplied labor, supervision, equipment, tools, devices, materials, and things of the kind and type necessary to do all phases of the work in a proper and expedient manner as specified by the DISTRICT in these Contract Documents.

All types and kinds of field work shall be done under the direction of one competent superintendent stationed at the job site whenever the work is in progress, and fully authorized by the CONTRACTOR to represent, act, and negotiate for them in their absence.

The superintendent shall not be changed except with the consent of the Project Engineer, unless the superintendent proves to be unsatisfactory to the CONTRACTOR and ceases to be in their employ. The superintendent shall be fully authorized to represent and to act and negotiate for the CONTRACTOR in their absence, and all directions given to them shall be as binding as if given to the CONTRACTOR. Directions shall be confirmed in writing to the CONTRACTOR. The CONTRACTOR or their field superintendent shall give efficient supervision to all phases of work, using their best skill and attention.

A Daily Construction Report is to be prepared by the CONTRACTOR and each of their Subcontractors. The CONTRACTOR is to deliver these reports to the DISTRICT before 10 a.m., of the following work day. This report will include top supervision by name and title, number of foremen, the exact number of men of each craft, the hours worked on the jobsite, mandays lost if any, cause of lost time, i.e., inclement weather or labor problems.

A Weekly Construction Report is to be prepared by the CONTRACTOR and each of their Subcontractors. This report will be due in the DISTRICT'S office by noon, Monday of the following week. This report will include a manpower summary by craft and a brief description of work completed for the past week. The report will also include a brief description of expected work accomplishment for the current week.

H. CONTRACTOR EMPLOYEE IDENTIFICATION

Each of the CONTRACTOR'S employees shall be identified by hard hat number provided by the CONTRACTOR.

I. PARKING AT JOBSITE

Parking of the CONTRACTOR'S and employees' cars, except as required for the performance of work, will be in an area as designated by the DISTRICT. Parking of vehicles along roads, access areas or drives will not be tolerated and the CONTRACTOR shall control their employees' parking upon request by the DISTRICT.

J. SECURITY GATE ACCESS

1. All CONTRACTOR personnel and vehicular traffic shall enter and leave the GGS plant site through the DISTRICT designated security entrance gate. Unauthorized personnel will not be permitted on the site.
2. Upon initial arrival at GGS, the CONTRACTOR'S employee(s) shall be expected to complete the following:
 - a. Employees shall first stop in and register at the main plant Guard House. At this time, Security personnel shall issue the CONTRACTOR employee(s) a visitor pass, an index card that details their ID badge information, and a temporary vehicle pass (T-Pass) if driving a company vehicle on the facility. Please note that a photo ID will be required for initial registration.
 - b. CONTRACTOR employees shall then be directed to immediately proceed to the Employee Development Center or a destination indicated by a DISTRICT representative to receive General Orientation Training (GOT).
 - c. Upon completion of their GOT, a photo ID of the employee(s) shall be prepared and issued to the individual CONTRACTOR employees. Following the receipt of their photo ID badge, the CONTRACTOR employee(s) shall immediately report to their supervisor or District representative.
 - d. The CONTRACTOR employee(s) shall retain their ID badge on them at all times while they are on-site at GGS. If conditions mandate, all CONTRACTOR employee(s) may be asked to prove their identity and approval of site access by displaying their ID badge to District personnel.
 - e. If a CONTRACTOR employee(s) has been issued a vehicle T-Pass, they shall clearly display this pass so it is visible through the front windshield of the vehicle. The requirement for a vehicle T-pass extends to all CONTRACTOR vehicles that are brought on the GGS plant site.
3. Once the CONTRACTOR employee(s) has / have received their photo ID, the following steps shall be followed when entering and leaving the GGS work site:
 - a. When entering or leaving the GGS work site through the south access gate, each individual employee shall be required to enter and egress through the turnstile. In the case of company personnel riding in vehicles that are coming or leaving through this gate, all individuals, including the driver, shall first go through the turnstile. Once everyone has passed through the turnstile, Security personnel will open the gate to allow the driver to bring the vehicle through the gate.

- b. When entering or leaving the GGS work site through the west main access gate, individual employees shall be required to enter and egress through either the turnstile or via a vehicle through the main gate. In the case of company personnel riding in vehicles that are coming or leaving through this gate, all individuals, including the driver, shall scan their ID badge in front of the grey security scanner located at the gate.
 - c. If the CONTRACTOR employee(s) enter and egress through a turnstile (i.e., either at the south gate or the west main access gate), they shall do so one at a time. The CONTRACTOR employee(s) shall ensure that the turnstile “locks” each time a person goes through the turnstile. “Piggy backing” through the turnstile or not ensuring the turnstile has locked after each individual goes through is prohibited.
 - d. The CONTRACTOR shall determine on their own whether they want to hold all their employee District-issued identification badges once they leave site for the shift, or whether they want the individual employees to retain them.
 - e. The CONTRACTOR shall immediately notify Security personnel if an ID badge has been lost or stolen. At that time, a new ID badge will be issued.
 - f. In regard to monitoring employee and contractor activities while on-site at GGS, please note that the entire GGS site is under constant camera surveillance. This area includes the south and main gate access turnstiles and vehicle gates.
4. When a CONTRACTOR employee(s) is to leave the site for more than twenty-four (24) hours at a time, the following steps shall be followed:
- a. The CONTRACTOR employee(s) shall return the ID badge and vehicle T-Pass, as applicable, to the GGS main plant Guard House on the last day of work at the end of their work shift.
 - b. The CONTRACTOR employee(s) shall clearly inform the Security personnel at the GGS main plant Guard House that they are leaving the site for more than a twenty-four (24) hour period. CONTRACTOR employee(s) gate access will then be revoked.
 - c. If / When a CONTRACTOR employee(s) returns to the GGS plant site, their photo ID will be reissued and their gate access shall be restored. If their return date is within the calendar year, the CONTRACTOR employee(s) will not be required to attend GOT training. If the CONTRACTOR employee's return date is in a succeeding year, the CONTRACTOR employee(s) shall be required to attend GOT training.

5. In addition to these requirements, the CONTRACTOR shall perform the following steps on a daily basis:
 - a. Complete the requested information on the District-issued "Daily Contractor Report". This report shall clearly identify any CONTRACTOR personnel who shall be leaving the work site for more than twenty-four (24) hours at a time. The properly completed "Daily Contractor Report" shall be returned to the CONTRACTOR'S District site contact by 10:00 a.m. of the following calendar day.
6. Materials or equipment leaving the GGS plant site shall be authorized by the DISTRICT. The DISTRICT, at its option, may check the ingress and egress of CONTRACTOR personnel and traffic. If necessary, when leaving the plant site, the DISTRICT and GGS Security personnel reserve the right to perform random searches of CONTRACTOR'S vehicles, tool boxes, etc. that are brought on-site to search for illegal materials or stolen property.

K. CONTROL OF PERSONNEL

The CONTRACTOR shall at all times be responsible to the DISTRICT for all acts of and happenings to their employees. They shall also be held responsible for all acts of and happenings to employees of any Subcontractors that may be doing work on this project for them.

Immediately upon arrival on-site the CONTRACTOR must provide the station telephone operator with a written summary of their personnel and their Subcontractor personnel who will be performing work on-site. After submittal of the initial summary, and throughout the duration of on-site work, the CONTRACTOR must submit a written weekly summary for the next week to the station telephone operator no later than 3 p.m. every Friday. Each summary must include the CONTRACTOR'S company name, the name and position of the CONTRACTOR'S on-site employee who is responsible for the CONTRACTOR'S on-site personnel, the on-site telephone number of the CONTRACTOR, the CONTRACTOR'S on-site DISTRICT contact person, the name of each employee working on-site, and the specific days and times that the employee will be on-site.

L. INTERFERENCE WITH OPERATIONS OF PLANT

The DISTRICT is engaged in the business of generating, transmitting, and distributing electric power and energy. Neither the CONTRACTOR nor any of their Subcontractors nor any employee of either of them shall enter any part of the DISTRICT'S premises other than the construction area as established by the DISTRICT, or touch, move, manipulate or tamper with any of the DISTRICT wires, pipes, fixtures, machines, appliances or equipment without express permission from the DISTRICT.

The CONTRACTOR shall store their equipment and materials in areas to be designated by the DISTRICT.

M. REMOVAL OF PROPERTY FROM THE PLANT SITE

No CONTRACTOR, Subcontractor or an employee thereof shall either remove or attempt to remove any machinery, equipment, tools or materials of any nature from the confines of the DISTRICT'S plant site without presenting a material gate pass that has been signed by the person or persons designated by the DISTRICT.

Upon request by duly authorized personnel of the CONTRACTOR, and after conducting such investigation as they may consider necessary, the DISTRICT will issue a suitable material gate pass without charge.

N. DISTRICT'S USE OF EQUIPMENT

The DISTRICT may use the equipment and material being furnished under these specifications and/or Contract as the DISTRICT'S needs require, even prior to final acceptance.

O. USE OF INSTALLED WORK

When the state of completion will permit use of any portion(s) of the work done by the CONTRACTOR, the DISTRICT shall have the right to place in service and use that work if it so desires, and the CONTRACTOR shall give proper access to the work for that purpose. Such use and operation of work by the DISTRICT shall in no way constitute acceptance of the work or in any way relieve the CONTRACTOR of any guarantees established in the Contract Documents.

P. SECURITY, SAFETY, AND ADMINISTRATIVE RULES AND PROCEDURES

When performing work hereunder on-site at DISTRICT facilities, the CONTRACTOR shall comply with all security, safety, and administrative rules and procedures of the work site in the performance of the work hereunder.

Q. SAFETY PRECAUTIONS

Since the field construction may be done in close proximity to operating equipment presently installed and to other work, the CONTRACTOR shall take all necessary precautions to prevent accidental contact with, or unsafe proximity to, any electrically hazardous installations by crane booms or other objects, and to do all things necessary to prevent damage of any nature to underground and overhead utilities, roads, substructures, overhead facilities, and all other existing installations. CONTRACTOR shall use proper care and diligence in bracing and securing all parts of the work and shall in all cases judge as to the amount of protection required.

R. SAFETY/ENVIRONMENTAL

The CONTRACTOR shall comply with all federal, state, and local governmental orders, rules, and regulations governing safety and the safe performance of their work.

The CONTRACTOR shall comply with all federal, state, and local governmental orders, rules, and regulations governing environmental issues. Such issues may include, but not be limited to, handling and disposal of hazardous materials, hazardous/special/solid wastes, chemical and petroleum product storage, spill prevention, and spill response. The CONTRACTOR shall comply with any other directions regarding environmental issues as specified by the DISTRICT in these Contract Documents or otherwise designated by the DISTRICT. CONTRACTOR shall identify those hazardous materials that remain on the jobsite at the end of the Project. The supply or furnishing of materials and/or products containing asbestos or ceramic fiber is prohibited for any application.

The CONTRACTOR shall also comply with the following requirements when they become applicable to the work being performed.

1. Respirators

CONTRACTOR personnel will wear respirators when dust or other hazards are present. CONTRACTOR will ensure and document that personnel are clean shaven, medically qualified, adequately trained and fit tested before they may use respirators on the job. Respirators and breathing air compressors will comply with OSHA Standard 1910.134.

2. Fall Protection

CONTRACTOR personnel will use body harnesses, lanyards, etc., to protect themselves when working at elevation.

3. Eye Protection

CONTRACTOR personnel will use proper glasses, goggles, helmets, etc., to protect themselves against injury from dust, fine particles, welding arcs or other radiation.

4. Hard Hats

CONTRACTOR personnel will wear head protection any place in the plant and outdoors where there is a chance of falling objects.

5. Safety Shoes

CONTRACTOR personnel are to comply with the GGS Safety Shoe Policy while performing work activities on GGS property or for GGS, at the expense of the CONTRACTOR.

6. Noise Protection

CONTRACTOR personnel will wear ear plugs or other adequate noise protectors when working in areas where the noise level exceeds 85 dBA.

7. Shoring

CONTRACTOR will provide shoring for excavations, or equivalent procedures, to protect personnel from cave-ins.

8. Barricades

CONTRACTOR will provide barricades adequate to protect personnel from hazardous conditions including but not limited to excavations or energized electrical parts. Barricading practices will be consistent with DISTRICT procedures.

9. Material Safety Data Sheets (MSDS)

Upon request by the DISTRICT, the CONTRACTOR shall provide copies of Material Safety Data Sheets (MSDSs) and estimated quantities for all materials to be used at the jobsite. Based upon review of the MSDSs provided by the CONTRACTOR, the DISTRICT may propose alternate products for use, or designate storage or handling requirements to protect CONTRACTOR and DISTRICT employees and the environment.

Copies of MSDSs for materials to be brought on the jobsite shall be available at the jobsite. The CONTRACTOR shall provide employees with adequate training as to the hazards associated with materials used on the jobsite and protection measures as specified in 29 C.F.R. §1910.1200.

The CONTRACTOR shall be directly responsible for its own safety program. The presence of a safety supervisor employed by the DISTRICT will be for the sole purpose of generally coordinating the site safety program and will in no way detract from the CONTRACTOR'S safety responsibility.

Safety equipment suitable to the hazards involved and conforming to the safety regulations on the project must be furnished by the CONTRACTOR.

The CONTRACTOR shall not utilize wooden or aluminum ladders on-site.

The CONTRACTOR shall provide, at the jobsite, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The DISTRICT may shut down work if in their opinion the CONTRACTOR'S work is being performed in a hazardous or dangerous manner. Work will not thereafter proceed until the CONTRACTOR makes necessary corrections to bring their work into compliance. The CONTRACTOR shall be entitled to no additional compensation or extension of time for performance of this Contract in the event the DISTRICT has to shut down the CONTRACTOR'S work because of safety violations.

The CONTRACTOR shall specifically require that any and all of their lower tier contractors comply with the provisions as outlined in these conditions. The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT or their representatives from and against any and all claims, liabilities, obligations, and causes of action of whatsoever kind or nature as a result of the failure to comply with safety requirements.

The CONTRACTOR must promptly report in writing to the DISTRICT all accidents and lost time involved, including those of their Subcontractors, whatsoever arising out of or in connection with the performance of the work (whether on or adjacent to the site) which cause death, personal injury, or property damages, giving full details and statements of witnesses. One (1) copy each of Employer's First Report of Injury will be provided to the DISTRICT for accidents occurring to the CONTRACTOR or their Subcontractors' employees.

If any claim is made by anyone against the CONTRACTOR or any Subcontractor because of any accident, the CONTRACTOR shall promptly report the facts to the DISTRICT in writing, giving full details of the claim.

S. DUST OR FUME CONTROL

Whenever demolition or other work of any kind creates harmful dust or fumes, equipment for the complete protection of all personnel and property against dust and fumes shall be installed, maintained, and effectively operated by the CONTRACTOR as required by law.

All such equipment is to be of a type approved by the State, County, and/or Municipal regulatory body or in accord with the specifications adopted by such regulatory body and "harmful dust or fumes" shall be as defined by the Industrial Board of the State Labor Department or other governmental body having jurisdiction.

T. QUALITY OF WORKMANSHIP

All work shall be done in a thoroughly workmanlike manner and shall follow established modern practice for the manufacture and construction indicated. The CONTRACTOR

shall maintain an adequate quality control program to assure the DISTRICT of compliance with all items required by the Contract Documents.

U. TOOLS, PLANT, EQUIPMENT AND PERSONNEL

If, at any time during the progress of the work, tools, plant equipment or personnel provided by the CONTRACTOR for field use appear to be unsafe, insufficient, inefficient or inappropriate to secure the quality of the work required or the proper rate of progress, DISTRICT may order the CONTRACTOR to increase their efficiency, to improve their character, to augment their number, or to substitute other tools, plant or equipment as the case may be, and the CONTRACTOR must conform to such order; but failure of the DISTRICT to demand such increases of efficiency, number or improvement shall not relieve the CONTRACTOR of their obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Contract Documents.

The CONTRACTOR will submit a report of major construction equipment, including Subcontractors, to the DISTRICT weekly. This listing of equipment will include items of \$1,000 value and above on forms supplied by the DISTRICT.

V. INSPECTION OF THE SITE

The CONTRACTOR shall inspect the site and thoroughly familiarize themselves with the existing conditions and nature of the work. No verbal agreement or conversation with any officer, agent or employee of the DISTRICT or their Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

W. MEASUREMENTS

The CONTRACTOR shall, as and to the extent necessary for proper accomplishment of their work, verify all measurements in the field.

X. SOIL DATA

Test borings and geophysical data have been obtained for the site. The boring logs are shown on drawings which will be made available to the CONTRACTOR. The geophysical data is included for information so that the CONTRACTOR may be apprised of the information available as to the character of the materials to be encountered. These data are believed to be correct. However, neither the DISTRICT nor the ENGINEERS guarantee that materials other than those shown on the logs will not be encountered nor that the proportions and character of the various materials will not vary from those indicated on the drawings.

CONTRACTOR will be permitted to make their own soil investigation, but same shall be made with no cost to the DISTRICT and without interference with other contractors at the site.

Y. MATERIALS

Unless otherwise specified, all materials furnished by the CONTRACTOR shall be new and both workmanship and materials shall be good quality. The CONTRACTOR shall furnish certification that the materials are in accordance with the specifications. If required by the specifications, samples shall also be furnished. The equipment or materials to be supplied shall be the same as the approved samples.

Materials delivered or installed not in accordance with the plans and specifications shall be removed and replaced at the CONTRACTOR'S expense. If the progress of the work is such that removal is impractical, the DISTRICT shall have the right to deduct the amount of money it considers equivalent to the difference in value received.

Z. SUBSTITUTION OF MATERIALS

Whenever the expression "approved equal" appears in the specifications and the CONTRACTOR desires to propose a method or use an article, device, or material other than that specifically named, they shall in all cases submit the same for approval to the DISTRICT sufficiently in advance of required date so that the DISTRICT will have time for evaluation before article, device or material is needed, and they shall not make the substitution unless such approval is obtained in writing.

AA. STORAGE

The CONTRACTOR shall store their equipment and materials in areas to be designated by the DISTRICT, and shall be fully responsible for the adequate protection of all items stored by them.

In addition to any other requirements as to storage in the specifications and Contract documents, the CONTRACTOR shall develop procedures and methods for storage of all materials and equipment which are to be installed by them in the station. These procedures and methods shall prevent the intermixing, intermingling, contamination, undue straining, or damage of any kind to the materials and equipment under the jurisdiction of the CONTRACTOR.

The CONTRACTOR shall submit such procedures and methods for material and equipment storage to the DISTRICT for review and approval not more than thirty (30) days after notification of award of the Contract.

After approval by the DISTRICT, the CONTRACTOR shall adhere to the provisions of the procedures and methods in all respects.

BB. HANDLING AND PROTECTION OF MATERIAL

If requested by the DISTRICT, the planned method of moving or placing of equipment shall be submitted to the DISTRICT for approval. This approval shall not relieve the CONTRACTOR of responsibility for the safety of the equipment and personnel.

The CONTRACTOR shall be responsible for unloading, uncrating and handling all equipment and material furnished by them or assigned to them. The salvage materials, dunnage and scrap resulting from such work shall be disposed of by the CONTRACTOR in the manner prescribed by the DISTRICT.

The CONTRACTOR shall be responsible for the protection, including weather protection, and proper maintenance, of all equipment and material furnished by them or turned over to them, and as part of their work shall move such equipment and materials from the place where it is received by them or turned over to them to its final location. Equipment subject to moisture contamination shall be kept dry with adequate heating elements by the CONTRACTOR at their own cost.

The CONTRACTOR shall therefore provide any necessary protected storage space required for their work, material and equipment, as well as the material and equipment furnished by the DISTRICT and turned over to them.

In the event that the rehandling or relocating of equipment or material shall be deemed necessary by the DISTRICT, the CONTRACTOR shall, under the direction of the DISTRICT, do such rehandling at no extra charge to the DISTRICT.

CC. SALVAGE ITEMS

Where the specifications or drawings require removal of existing piping, structural steel, building siding or equipment, the removed material or equipment shall, unless otherwise permitted herein, remain the property of the DISTRICT, and shall be delivered by the CONTRACTOR to such point(s) of storage on the jobsite as designated by the DISTRICT.

DD. REMOVAL OF DEBRIS

The CONTRACTOR shall at all times keep the site clean and free of debris and surplus materials. The CONTRACTOR shall remove and dispose of any such materials as directed by the DISTRICT. Failure to remove materials will be cause for the DISTRICT to clean the site and backcharge the CONTRACTOR.

If, at any time, an accumulation of debris and/or surplus materials should exist which is considered detrimental to the project, and should the CONTRACTOR claim that these materials have not resulted from their work, then the DISTRICT'S determination as to whose responsibility it should be to remove these materials shall be final and binding on all contractors.

EE. MAINTENANCE AND PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall do all field work in a manner causing the least possible obstruction or damage to public and private highways, streets, roads, alleys and sidewalks; shall continuously maintain adequate protection of all of their work from damage or loss; and shall protect all property of the DISTRICT from any unnecessary obstructions and any injury or loss attributable to their operations. They shall make good any such damage, injury or loss.

Throughout the progress of their work, the CONTRACTOR shall provide and maintain all passageways, guard fences, flags, lights and other protective measures required by statutes, ordinances, local regulations and prevailing conditions and as requested by the DISTRICT.

FF. TERMINAL POINT LOCATION, PROTECTION AND CONNECTION

Terminal points at piping, equipment, and other work either existing or to be installed by others for connection of work by the CONTRACTOR will be approximately where shown on the drawings. It shall, however, be the responsibility of the CONTRACTOR to ascertain the exact position of any point where their work connects to work which has been or will be installed by others, and to make minor adjustment in the length, line or grade of their work if necessary for proper and workmanlike connection thereto. Minor deviation in the location of such a terminal point from the position shown on the drawings will not be considered cause for additional payment. It shall further be the responsibility of the CONTRACTOR to provide all things such as cutting, trimming, welding, stress relieving, radiographing, bolts, and gaskets required to properly complete the terminal connection.

Where work by CONTRACTOR provides a terminal for future connection by them or by others, the terminal shall be where and as shown on the drawings, or if not specifically located on the drawings, it shall be where and as directed by the DISTRICT. Such terminals shall be provided with covers or other protective devices required to prevent damage, and to prevent entry of dirt, water and other foreign material.

GG. REMOVING AND REINSTALLING OR REPLACING COMPONENTS

During the course of their handling and erecting work, the CONTRACTOR may find it necessary or of major advantage to remove and reinstall or replace certain structural steel, stairs, handrails, grating, piping, electrical circuits or lighting fixtures which have previously been installed by others. Prior to the removal of any such components, the CONTRACTOR shall schedule and program the work in a manner acceptable to the DISTRICT.

Permission or approval by the DISTRICT to remove any installed component or item shall not in any way relieve the CONTRACTOR of full responsibility for the safe and

proper performance of their work, or for the protection of life and property. Where and as necessary for safety or weather protection, or when requested by the DISTRICT, the CONTRACTOR shall provide and maintain acceptable temporary protective devices (such as guard rails, walls, walkways, shores, braces, tarpaulins, flags, and lights) until the removed items have been reinstalled or replaced to provide "as was" conditions to the full satisfaction of the DISTRICT.

All costs of removing and reinstalling or replacing building or other components to permit or expedite the work of the CONTRACTOR shall be included in the applicable price quoted in Section C herein, and such work shall be done by the CONTRACTOR without additional cost to the DISTRICT.

HH. CUTTING AND REPAIRING OF EXISTING WORK

All cutting, drilling, patching, repairing and replacing of existing building components, equipment, piping, electrical circuits and other things required by or resulting from the CONTRACTOR'S operations shall, without added cost to the DISTRICT, be done by the CONTRACTOR to the satisfaction of the DISTRICT. This shall include the providing of sleeves, thimbles, frames, flashings, rain hoods and reinforcements, as required to provide complete and finished work and to retain the integrity of building and other components where openings must be cut in them to permit installing pipes, electrical conduit, ducts or other items; also the replacement of broken window glass, repair or replacement of damaged insulation, patching concrete, touch-up painting and other items of similar nature.

II. TEMPORARY UTILITIES

1. Electric Power and Light

Construction power will be furnished in reasonable quantities to the CONTRACTOR by the DISTRICT without cost. The power will be delivered at 480 volts, 3-phase, 4 wire, from strategically located load center(s) on the overall construction site. Depending on the allocation allowed in Section G of these specifications, one or more circuit breakers will be furnished in these load center(s) to which the CONTRACTOR may connect their primary supply cable(s) and receive their allocation of construction power.

The CONTRACTOR shall furnish and maintain their own power distribution centers and systems in their work area. The CONTRACTOR'S allocated power requirements shall only be served from these distribution centers. No more than one major distribution center shall be directly connected to each DISTRICT load center circuit breaker.

The CONTRACTOR'S primary supply cable(s) shall be installed below grade where practicable, with adequate mechanical protection against physical damage from construction activities within and without their work area. Where installation

cannot be made below grade, the cable(s) shall be installed in rigid conduit only after approval by the DISTRICT.

The CONTRACTOR'S distribution centers shall be suitable for their environment. The centers and their distribution systems shall at least, satisfy or exceed, the applicable requirements of the National Electric Code (NEC) and of the Occupational Safety & Health Act (OSHA).

The DISTRICT will provide overall construction area general lighting. The CONTRACTOR shall provide and maintain adequate lighting in their own work and storage areas.

Except for specific locations approved by written permission from the DISTRICT, power for area space heating shall not be utilized.

The DISTRICT will take all reasonable steps to maintain power availability at the DISTRICT'S load centers. The CONTRACTOR shall have no basis for claim should power outages occur.

2. Potable Water

Potable Water will be provided at no cost to the CONTRACTOR at a centrally located water tap. The exact location of the tap will be determined later.

3. Service Water

Service Water will be provided at no cost to the CONTRACTOR at a centrally located water tap. The exact location of the tap will be determined later.

JJ. TEMPORARY BUILDINGS

Suitable ground space will be assigned by the DISTRICT for the location of all CONTRACTOR'S temporary buildings.

KK. TELEPHONES FOR ON-SITE WORK

It shall be the CONTRACTOR'S responsibility to arrange for their own telephone service and installation and to bear the cost thereof. Telephone communications lines will be brought to the site by the telephone company, terminating at a central point at the site in the area of the DISTRICT'S Field Offices, and allocation of the available lines will be made to assure equitable availability of service for all contractors at the site. Request for allocation of available telephone lines should be made to the DISTRICT.

LL. SANITARY FACILITIES

CONTRACTOR shall provide toilet facilities for themselves and their Subcontractors. All facilities must meet OSHA requirements. Location and design of toilet facilities shall be approved by the DISTRICT.

MM. HEATING REQUIREMENTS

The CONTRACTOR shall provide temporary heating if required in any area where they shall be performing work covered by this contract. Temporary heating appliances shall be properly vented and maintained. Locations of temporary heaters and the heaters to be used shall be approved by the DISTRICT, prior to installation.

NN. NOTICE OF SHIPMENT AND SHIPPING INSTRUCTIONS

If any equipment or material required by this Contract is to be shipped to the site, the following shall apply.

1. Bill of Materials

The DISTRICT requires the CONTRACTOR to submit a bill of materials list which shall be provided to the DISTRICT no later than sixty (60) days prior to the start of shipment of material to the DISTRICT and shall be mailed to the destinations listed below. The CONTRACTOR shall provide a complete listing of all parts, components and materials (including the price) for each item being provided under the scope of this Contract. The list will be used by the DISTRICT to create plant material numbers for each item. The plant material numbers will be provided to the CONTRACTOR and the CONTRACTOR shall include those plant material numbers on the billings submitted to the DISTRICT and also on the packing slips(s) included with all shipments.

2. Notice of Shipment

A "Notice of Shipment" shall be mailed to the following, sufficiently early, to be received before shipment arrives at destination.

Two (2) copies to: Nebraska Public Power District
Gerald Gentleman Station
P.O. Box 68
Sutherland, Nebraska 69165

Attn: _____ (NPPD to advise)
Responsible District Engineer

One (1) copy to: Nebraska Public Power District
P.O. Box 499
Columbus, Nebraska 68602-0499

Attn: _____ (NPPD to advise)
(Senior) Contract Specialist

Said notice shall contain, in addition to a bill of materials shipped, name of carrier, routing, and other similar information. Attach a copy of the Bill of Lading, and Packing Lists. THE CONTRACT NUMBER MUST BE SHOWN ON ALL SHIPPING DOCUMENTS.

3. Pre-Assembly of Equipment

To the maximum extent practical, CONTRACTOR shall pre-assemble all components and equipment off site within the shipping limitations of the generating station.

4. Packaging and Shipping:

- a. CONTRACTOR shall adequately prepare all of the equipment for shipment. Where required by the equipment, CONTRACTOR shall furnish and install covers to protect the equipment from rain, hail, wind, dust, etc. Equipment shall be adequately sealed and protected during shipment to prevent corrosion, entrance of foreign matter and possible damage from rough handling during transit. Any articles or materials that might otherwise be lost in shipping shall be boxed or wired in bundles and plainly identified as described hereinafter.
- b. Items that are either too heavy or too bulky to be handled by one person shall preferably be fastened to a pallet or be packaged in a manner that is suitable for handling with a forklift truck. Where it is not feasible to handle an item with a forklift truck, parts shall be prepared so that slings for handling may be attached readily while the parts are on the transporting vehicle. Where it is unsafe to attach slings to the box, the boxed parts shall be packed with slings attached directly to the part and the sling shall project through the box or crate so that attachment can be made readily.
- c. When a shipment is to be made, CONTRACTOR shall notify the DISTRICT giving a description of the articles shipped, the packing list and any other information necessary for identification. CONTRACTOR shall also provide instructions for assembly and storage of equipment or instruments that should be stored inside or that require special attention or maintenance prior to installation and for the period of time between completion of installation and the time that the equipment is placed in service. The shipping weight and dimensions of each article shall also be given, as well as any information related to unloading or handling equipment or materials, such as pickup points, spreader bar requirements.

- d. All equipment and separately shipped items shall be clearly identified with a securely fastened, weatherproof tag. All shipping containers, packing lists, bills of material, correspondence, etc., shall also be identified with identical information. Boxes, shipping containers, crates, etc., shall have a packing list firmly attached to the exterior and a duplicate packing slip packed internally.
- e. CONTRACTOR shall be responsible for its sub-contractor(s) adhering to the above shipping preparations on all equipment and items shipped directly to the site by the sub-contractor.
- f. No early shipment of equipment covered by this Specification shall be made unless a release has been obtained from the DISTRICT.
- g. All weld preparation, flanged faces, other machined surfaces and protruding parts shall be adequately protected against accidental damage and corrosion during transit or storage. Protective covers and braces shall be securely fastened to prevent displacement during transit.
- h. CONTRACTOR shall list all items that are shipped loose for field erection or assembly.

5. Delivery of Equipment:

- a. DISTRICT's site project manager shall be notified of the delivery date at least one week before the equipment is to be delivered. Further, DISTRICT's site project manager shall be notified of the delivery time (within one hour) at least 24 hours before the equipment is to be delivered.
- b. Mandatory to call 24 hours before arrival. Primary contact is _____ () ____-____; secondary is _____ () ____-____. (NPPD to advise)
- c. Delivery day and hours are Monday through Friday 7:00AM to 5:00PM.
- d. CONTRACTOR shall identify the means by which equipment will be transported to the site.
- e. CONTRACTOR shall coordinate all deliveries and cooperate fully with DISTRICT's site project manager. Details on delivery schedule, unloading and handling requirements, storage prior to and during installation and any onsite requirements of the equipment shall be coordinated with the DISTRICT's site project manager.

6. Unloading, Storage and Protection

- a. DISTRICT will designate a laydown area for material deliveries based on CONTRACTOR's requirements.
- b. For items shipped by truck, which weigh in excess of 2,000 lb per item, the truck shall have a removable roof to allow unloading by crane.
- c. The CONTRACTOR shall inform the DISTRICT of electrical equipment which is required to be heated during storage so that heaters to maintain the equipment temperature are provided.

7. Protective Coatings and Preservatives:

- a. Preservative coatings used on components shall be suitable for the conditions normally expected during shipping, storage and throughout the erection period.
- b. Each type of preservative used shall be identified as to quality, life expectancy and type. Toxic and hazardous type preservatives shall not be used. Complete information shall be submitted to the Engineers covering step-by-step procedures, including federal, state and local governing controls for handling and removal of each type of preservative. This information shall be submitted six months prior to delivery.

~~For additional shipping requirements, see Section F Paragraph N.~~

OO. OWNERSHIP AND USE OF DOCUMENTS

The DISTRICT shall have complete and unrestricted right henceforth and forever in the conduct of its operations to retain, own and use all original drawings, plans, design calculations (and supporting data), studies, reports, data, specifications, and all documents prepared by the CONTRACTOR pursuant to this Contract. The CONTRACTOR shall have the right to retain copies of such documents for the CONTRACTOR'S records and use, but in no event shall disclosure of these materials be made to any third party without the prior written approval of the DISTRICT.

SECTION H EVALUATION FACTORS

- A. Progress payments pursuant to Section D, paragraph B, subparagraph 2, "Progress Payment Schedule," will be evaluated on the basis of an assumed _____ percent (_____%)(NPPD to advise) interest rate credit to the DISTRICT for reinvestment of DISTRICT funds unexpended but applicable to this Contract. Loss of such investment income which is applicable to the Bidder's offering will be evaluated from the Bidder's scheduled dates of progress payments until the date of _____ (delivery or completion) (NPPD to advise) and will be added to the Bidder's Total Firm Base Bid Price for evaluation purposes only.
- B. The DISTRICT may also use the following Evaluation Factors, as applicable, in arriving at the Evaluated Cost for the purpose of determining which bid is the lowest cost and best bid:
1. Bidder's quoted price(s) and escalation, if any.
 2. Conformance with the engineering specifications contained herein.
 3. Completed data requested with proposal.
 4. Ability of Bidder to comply with Contract completion requirements.
 5. Other Bidder's qualifications as specified in Section B, paragraph D, "Bidder's Qualifications," and paragraph F, "Award and Evaluation," of these Contract Documents.
 6. Past record of Bidder in meeting commitments.
 7. Bidder's financial statement.
 8. Statute, rule, regulation or citation from the Bidder's state of incorporation pertaining to preference to Bidders from that state.
 9. The Bidder's financial responsibility, skill, experience, record of integrity, ability to furnish repairs and maintenance services, ability to meet delivery or performance deadlines, and whether the bid is in conformance with specifications. Consideration may also be given to the relative quality of supplies and services to be provided, the adaptability of machinery, apparatus supplies, or services to be purchased to the particular uses required, to the preservation of uniformity, and the coordination of machinery and equipment with other machinery and equipment already installed.
- C. No evaluation credit will be given for material exceeding specified requirements.
- D. Evaluation Matrix [Add items to table below]

Those bids which are submitted from Bidders determined to be responsible Bidders will be further evaluated using the following evaluation matrix to determine the lowest and best bid. This matrix will be used to evaluate all Parts.

<u>Area Evaluated</u>	<u>Scoring Factor</u>		<u>Weighting Factor</u>		<u>Weighted Score</u>
Price <ul style="list-style-type: none"> • Bid Price • Pressure Drop through absorber vessel • Reagent Usage • Auxiliary Power • Cost of money for alternate payment plan 	???	x	25%	=	
District's Experience with Manufacturer <ul style="list-style-type: none"> • Manufacturer's Equipment • Manufacturer's Sales Organization • Manufacturer's Factory Organization Other's Experience with Manufacturer <ul style="list-style-type: none"> • Manufacturer's Equipment • Manufacturer's Sales Organization • Manufacturer's Factory Organization 	???	x	15%	=	
Design Quality & Conformance to Technical Specifications <ul style="list-style-type: none"> • Overall Design & Reliability • Shop Prefabrication • Equipment Arrangement • Reuse of Reclaim Water • Impact on DISTRICT's Outage Schedule and Duration • Performance Guarantees • Plant Facility • Warranty • Delivery Date & Methods • O&M 	???	x	60%	=	
Total				=	

SECTION I CONTRACT DRAWING AND DATA REQUIREMENTS

A. GENERAL CONDITIONS FOR DISTRICT SUPPLIED DRAWINGS AND SPECIFICATIONS

1. The drawings and specifications are intended to supplement but not necessarily duplicate each other. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be considered to have been shown or mentioned in both.
2. In case of discrepancies in the figures, drawings, specifications, or field conditions, the matter shall be promptly submitted to the DISTRICT, who shall make a clarification in writing. Any adjustment or work done by the CONTRACTOR without this clarification shall be at their own risk and expense.
3. The CONTRACTOR shall request any additional instructions needed and shall do no work without approved drawings and instructions.
4. The CONTRACTOR shall maintain a complete and up-to-date set of drawings and specifications on the job site, and shall at all times give the representatives and personnel of the DISTRICT access thereto.
5. If the CONTRACTOR is aware of any recommended procedures, testing, maintenance, etc., which has not been requested by the DISTRICT, the CONTRACTOR is responsible for informing the DISTRICT of any such requirement.

B. SUPPLEMENTS

The following drawings and/or supplements are furnished with and form a part of this specification.

<u>Description</u>	<u>Drawing No.</u>	<u>Rev.</u>
General Arrangement – Wet FGD System	MSK- WETFGD004GGSU0-MPCE-G53-1000	A
General Arrangement – Wet FGD and CO2 System	GGSU0-MPCE-G53-1001	A
General Arrangement – Wet FGD System	GGSU0-MPCE-G53-1002	A
General Arrangement – Wet FGD I.D. Booster Fans	MSK-WETFGD015	-
General Arrangement – Wet FGD Interface Points	MSK-WETFGD026	-
General Arrangement – Wet FGD Pipe Racks	MSK-WETFGD037	-
Conceptual Design of Unit 1 & Unit 2 Concrete	GGSU1-MPCE-C14-	A

Chimney with FRP Liner	1000	
Conceptual Design of Unit 1 & Unit 2 Concrete Chimney with FRP Liner	GGSU1-MPCE-C14-1001	A
Conceptual Design of Unit 1 & Unit 2 Concrete Chimney with FRP Liner	GGSU1-MPCE-C14-1002	A
Laydown Areas 03/2011 to 02/2012	MSK-0MPCELD sheet 1	-
Laydown Areas 03/2012 to 02/2013	MSK-0MPCELD sheet 2	-
Laydown Areas 03/2013 to 06/2015	MSK-0MPCELD sheet 3	-
Wetlands	MSK-0MPCEWL	-
General Process Flow Diagram Sheets 1-9	-	-
Limestone Handling System Flow Diagram	GGSU0-MPCE-M9-1000	0
Gypsum Handling System Flow Diagram	GGSU0-MPCE-M9-1000	0

C. CONTRACTOR DRAWING AND DATA REQUIREMENTS - GENERAL

1. Engineering data submitted to the DISTRICT shall be clearly stamped in red and identified as being either for approval or for information only. As a minimum, these data shall cover that portion of the CONTRACTOR'S developed information that is essential to and required by the DISTRICT for integration of the Contract equipment into the overall project design. These data shall be in accordance with paragraph A subparagraph 5 above and may include but not be limited to categories shown in paragraph E below.
2. The CONTRACTOR shall submit additional drawings and data, if such information is required, to fully describe the CONTRACTOR'S equipment/material for purposes of shipping, handling, construction, operation, and maintenance. Such information shall be submitted for the DISTRICT'S approval. If the drawings and data are accepted by the DISTRICT for approval, they will be processed in the same manner as those drawings and data which are specifically required to be submitted for approval.
3. No work requiring DISTRICT review and approval shall be performed in connection with fabrication or manufacture of equipment, devices or items; nor shall an accessory, appurtenance or device be purchased for that work until the drawing and data therefore have been marked "REVIEWED, NO EXCEPTIONS TAKEN" or "REVIEWED, EXCEPTIONS TAKEN AS NOTED." If work is performed or purchases are made prior to the DISTRICT'S approval of the data and/or drawings, such changes as are required to make this work an integral part of the overall project shall be made at the CONTRACTOR'S expense.

D. CONTRACTOR DRAWING AND DATA SUBMITTALS - DETAILS

1. Procedures and Requirements

- a. Except as otherwise specified hereinafter, all drawings and data submitted to the DISTRICT for review and approval shall apply specifically to the work of this Contract. Standardized drawings or data which are only partially applicable to this Contract shall be marked to clearly define the applicable information. Unless specifically approved by the DISTRICT, in writing, "typical" or "similar" drawings and data are not acceptable. All drawings and data shall meet these requirements and shall be subject to the DISTRICT'S approval.
- b. The CONTRACTOR may submit drawings and data clearly stamped "for information only" or drawings and data which are otherwise not specifically applicable to this Contract. These drawings and data shall not be subject to the DISTRICT'S approval.
- c. All drawings and data submitted in the correct and complete form to the DISTRICT for review and approval will be processed and copies dispatched to the CONTRACTOR within _____four (4-) weeks after receipt of the CONTRACTOR'S submittal, except as noted herein. If more than _____four (4-) weeks' review time is necessary, the DISTRICT will advise the CONTRACTOR in writing as to the review schedule for such data. The CONTRACTOR in turn shall advise the DISTRICT in writing what effect the extended review schedule has on the scheduled delivery of the CONTRACTOR'S materials and equipment. Drawings requiring approval for release for fabrication will be processed and copies dispatched to the CONTRACTOR within _____four (4-) weeks after receipt of the CONTRACTOR'S submittal.
- d. Drawings and data will be returned to the CONTRACTOR marked either "REVIEWED, NO EXCEPTIONS TAKEN," "REVIEWED, EXCEPTIONS TAKEN AS NOTED," "REVISE AND RESUBMIT," or "REJECTED."
- e. When drawings and data are returned marked "REVIEWED, NO EXCEPTIONS TAKEN" or "REVIEWED, EXCEPTIONS TAKEN AS NOTED," a resubmittal of these drawings and data marked or stamped "APPROVED FOR CONSTRUCTION" shall be furnished (unless otherwise authorized by the DISTRICT in writing) within _____ () weeks from the time of receipt of copies by the CONTRACTOR or at least _____ () weeks before the scheduled delivery of the CONTRACTOR'S work, whichever is earlier. The use of the terminology "APPROVED FOR FABRICATION," "FINAL CERTIFIED," or equivalent terminology may be substituted for "CERTIFIED FOR CONSTRUCTION."

- f. Except for items for which approval has been withheld, manufacturing may proceed based on "REVIEWED, NO EXCEPTIONS TAKEN," or "REVIEWED, EXCEPTIONS TAKEN AS NOTED" drawings, as modified by the DISTRICT, and the DISTRICT'S overall project design will proceed based on the approved information. Any manufacturing which has proceeded without incorporation of DISTRICT'S comments on "REVIEWED, EXCEPTIONS TAKEN AS NOTED" drawings or data shall be at the CONTRACTOR'S risk.
- g. When approved information is subsequently revised by the CONTRACTOR, or is subsequently found to be deficient because of the CONTRACTOR'S error or omission, additional CONTRACTOR drawing or data submittals shall be made to the DISTRICT as developed. Any design changes required of the DISTRICT and any changes in equipment or construction by others which are required to make such subsequent revisions an integral part of the overall project shall be made at the CONTRACTOR'S expense.
- h. When the drawings and data are returned marked "REVISE AND RESUBMIT," these shall be revised to provide required information for resubmittal and approval. Revised or new information shall be resubmitted for approval within (→) four (4) weeks from time of receipt of copies by the CONTRACTOR.
- i. CONTRACTOR's revised drawings and data should clearly identify all changes from the previous issue. Submittals without revisions annotated will be rejected and unprocessed by the DISTRICT.
- i-j. The DISTRICT'S review of drawings and data submitted by the CONTRACTOR will cover only general conformity to these Specifications and only those external connections and dimensions which affect plant arrangement and equipment correlation. The DISTRICT'S approval of drawings and data by stamping "REVIEWED, NO EXCEPTIONS TAKEN" or "REVIEWED, EXCEPTIONS TAKEN AS NOTED" will not constitute a blanket approval of all dimensions, quantities, and details of the material, equipment, device or item shown, and such approval does not relieve the CONTRACTOR from any responsibility for errors, omissions, or deviations from requirements of these Contract Documents.
- j-k. Where DISTRICT approved field corrections or CONTRACTOR-initiated modifications are made to the CONTRACTOR'S equipment prior to its commercial operation, all drawings and data affected by these changes shall be revised to show the final "as-built" conditions of equipment. These drawings and data shall be resubmitted to the DISTRICT as if these data were new information for approval, distribution, and filing. All such drawings shall be clearly marked by the CONTRACTOR as being certified

"as-built" drawings.

E. SUBMITTAL MEDIA REQUIREMENTS

1. Drawings

- a. Drawings to be submitted to the DISTRICT for REVIEW and as CERTIFIED FINAL drawings shall be furnished on Bond Paper, Blueline or Vellum to scale if applicable. (NPPD to advise if hard copies required and number of copies) If CADD files are available, they shall also be submitted with the FINAL drawings, in accordance with the specification covered in Item E.2. As a minimum, CONTRACTOR shall submit one (1) electronic copy to both the DISTRICT and the Engineer in accordance with the project distribution list. Electronic copies of drawings shall be in pdf format and submitted to the DISTRICT or the DISTRICT's document management workspace. Lists shall be in Excel or Access format.
- b. All drawings shall be identified with the DISTRICT name, station name, unit number, DISTRICT'S Contract Number, CONTRACTOR's order number, drawing number and title, and issue date/revision.
- c. All drawings shall be produced using the English language and English system of measurement. All device numbers and symbols shown on drawings shall be in accordance with ANSI Standards. Translations and conversions shall not be shown on drawings. All symbols and designations shown on the drawings shall be 1/8 inch or larger. Typed notes are permissible.
- d. Drawings, data, and manuals shall be submitted in accordance with specifications covered in Item D.1.J.
- e. FINAL drawings shall be suitable for microfilming by the DISTRICT, have good even line weights, clear cut lettering, and good contrast.
- f. The DISTRICT has the right to reject at any time the submitted FINAL drawing if considered unsuitable for microfilming, due to poor quality or poor legibility. The CONTRACTOR shall provide an acceptable replacement at no additional cost to the DISTRICT.

2. CADD Drawings

CADD files are to be submitted with the CERTIFIED FINAL bond, blueline or vellum, if applicable. A CADD file shall be submitted for each sheet of a multi sheet drawing.

CADD drawing files submitted to the DISTRICT shall be in AutoCAD file format Release 2006 or below. Electronic media used to submit CADD drawings shall be

CD-R, Electronic Mail or another DISTRICT approved media. Lineweights and/or polylines are to be used to assign object thickness. The DISTRICT has the right to reject CADD files for incompatible AutoCAD versions or inaccurate conversions to AutoCAD.

3. Media Shipping

- a. If hardcopy is required, each final drawing shall be rolled, not folded, and packaged in such a way that the drawing edges are protected from damage, and enclosed in a mailing tube or other DISTRICT approved packaging when submitted to the DISTRICT.
- b. This media shall be submitted to:

DRAWING AND DATA

Nebraska Public Power District
Attn: _____ (NPPD to advise)
advise)
P. O. Box 499
1414 15th Street
Columbus, Nebraska 68601-5226

MANUALS

Nebraska Public Power District
Attn: _____ (NPPD to
advise)
P. O. Box 499
1414 15th Street
Columbus, Nebraska 68601-5226

4. Instruction/Operation Manuals

- a. The CONTRACTOR shall submit one (1) electronic copy of the preliminary Instruction Manuals to the DISTRICT for review. The electronic copy shall be submitted in accordance with the project distribution list and the file format noted in Item E.4c.
- a-b. The CONTRACTOR shall submit _____ (8) hard copies of the final Instruction Manuals to the DISTRICT, as well as one (1) electronic copy per the . The manuals shall be assembled and bound in book form with a durable cover, and with reasonable care, shall have a life expectancy equal to the service life of the equipment purchased. Instruction Manuals shall be submitted to the address provided in specification Item E.3b.
- c. The electronic copy of the Instruction Manual shall be in pdf format, and match the information contained in the hard copies. The pdf file shall contain bookmarks, be searchable and be unlocked to allow for future editing by the DISTRICT as required.
- b-d. The DISTRICT has the right to reject at any time the submitted Instruction Manual(s) if considered unsuitable for microfilming, due to poor quality or poor legibility. The Supplier shall provide an acceptable replacement(s) at no additional cost to the DISTRICT.

e.e. Operation

The operation section of the Instruction Manual shall contain:

- (1) A general description of all equipment, including overall design and specific features of design, including descriptive drawings where pertinent.
- (2) Performance specifications for all equipment stating the basis for calculations and allowable variations. Certified Performance Curves, Test Reports, and Code Certificates where applicable.
- (3) Starting instructions, noting the step-by-step procedure to be followed for starting the equipment. Precautions and critical points to be observed shall be noted and emphasized as required. These instructions shall be divided into "Initial Starting," "Normal Starting," and "Starting after Overhaul."
- (4) Operating instructions, including precautions and critical points to be observed, and suggested form to be used in taking periodic readings to maintain an operations record. Included shall be a tabulation of possible operating difficulties with the probable causes listed and remedial action to be taken under each.
- (5) Shutdown instructions, noting the step-by-step procedure to be followed for shutting down the equipment. Precautions and critical points to be observed shall be noted and emphasized. These instructions shall be divided into "Normal Shutdown" and "Emergency Shutdown."
- (6) Design data for all equipment and systems, specifying horsepower, kilowatts, voltage, amperage, pressure, temperature, revolutions per minute, flow, etc.

d.f. Maintenance

The maintenance section of the Instruction Manual shall contain:

- (1) Disassembly and removal instructions, noting the step-by-step procedure to be followed. Unusual care and precautions to be taken shall be noted and emphasized.
- (2) Maintenance instructions, including normal preventive maintenance instructions and lubrication information. Lubrication information shall include recommended lubricants. Schedules shall be included

covering tests and inspections to be performed after various periods of operation. A summary description and identification of special tools required or furnished for maintenance shall be part of these instructions.

- (3) Settings, clearance, and adjustment data for all equipment covering instrument settings for operation, alarm and shutdown, operating clearances for equipment and adjustments required by the equipment for proper operation. There shall also be included a tabulation of operating conditions such as temperature, pressure, flow, etc., for all equipment and systems.

The above data shall be arranged under two (2) headings: recommended and actual. The actual shall be entered after installation or field test.

- (4) Where an assembly or subassembly item is of such a nature that local repair is normally not employed and the item is usually returned to the factory as a unit for overhaul, this situation shall be so noted in the manual, and the specific information concerning its repair be omitted, parts breakdown should still be provided.

e.g. Spare Parts

The parts breakdown section of the Instruction Manual shall contain:

- (1) Replacement parts, drawings, and lists for all equipment assemblies and subassemblies. The material shall cover all information required for ordering replacement parts such as part name, part number, equipment serial number, supplier, address, normal delivery time.
- (2) Complete instructions for procuring replacement parts, recommended forms for tabulating replacement part information, and instructions for returning material to the factory shall also be included. Special storage, handling, or packaging procedures required for any particular parts shall be noted.
- (3) Submittal Data
 - (a) Data to be submitted to the DISTRICT shall be suitable for microfilming by the DISTRICT, have good even line weights, clear cut lettering, and good contrast.
 - (b) The DISTRICT has the right to reject at any time the submitted Documents if considered unsuitable for microfilming, due to poor quality or poor legibility. The

CONTRACTOR shall provide an acceptable replacement(s)
at no additional cost.

F. DOCUMENTATION REQUIREMENTS

1. The following is a list of the DISTRICT'S specific document requirements:

a. Engineering Drawings

General Arrangements

Cross Sections

Foundation Requirements

Physical Locations of Piping and/or Wiring Terminals

Control Functional Descriptions and Logic Diagrams

DCS I/O and Instrument Lists

Recommended DCS HMI Displays

Electrical Schematic Diagrams

Wiring Diagrams, Including Internal, External and Interconnecting

Standard Hardware Items

b. Erection or Installation Information

Schedule and Progress Reports

Shop Fabrication Drawings

Erection or Installation Drawings

Erection or Installation Instructions with QA Check Points

c. Special Documentation

Performance Data, Including Curves

Design Calculations

Test Reports

~~Code Papers and Certificates~~

Shop Fabrication and/or Welding Procedure

~~Shop Fabrication Reports~~

Welder's Qualification Reports

Operating Certificates

Shipping, Receiving, and Handling Reports

d. Miscellaneous

Instruction and Operation Manuals

~~Recommended Spare Parts List (If not specifically listed in Instruction Manual)~~

Bills of Material

Definitive Drawing List

- 2-1. The documents which are required from the CONTRACTOR as described in the above list or any other documents that may be required are to be provided in accordance with the following submittal schedule:

a. Category Types

A _____ Submit for Approval (____ Copies)
A/R _____ Available for Review

BE _____ Bid Evaluation (____ Copies)

b.a. Due Dates

DAAWAA - Days-Weeks After Award

TBD - To be determined later
Release

DATC _____ Days After Test Completion

DAJC ————— Days After Job Completion

SB ————— Submit with Bid

The term “DaysWeeks” is defined in terms of calendar daysweeks.

The following documents will be supplied by the CONTRACTOR as shown below:

<u>Description of Document</u>	<u>Due</u>	<u>Liquidated Damages (LDs) Applicable (Yes/No)</u>
Schedule showing all phases of work to be done including procurement, fabrication, testing, delivery, etc.	SB	
Completed Proposal Pricing Pages	SB	
Completed Proposal Data Pages	SB	
List of Technical Exceptions and Clarifications	SB	
List of Commercial Exceptions and Clarifications	SB	
Project Schedule	SB	
Proposal shall include a detailed payment schedule based on key design, engineering, fabrication milestone dates.	SB	
Complete Process Flow Diagrams	SB	
Piping and Instrumentation Diagrams.	SB	
Electrical Load List	SB	
Preliminary DCS I/O Count by Type and Location for Each Unit.	SB	
DCS Topology Drawing	SB	
Complete general arrangement drawings showing the relative location of all equipment, buildings, and enclosures, and principal dimensions of the systems and equipment.	SB	
Drawings showing the location and size of all interface connections, including proposed terminations of Purchaser's ductwork.	SB	
Contractor shall clearly state in its proposal how nozzles, spray headers, etc are accessed and maintained. Any scaffolding requirements shall be clearly delineated in Contractor's proposal.	SB	
Description of services provided including operator and maintenance training and startup services.	SB	
A complete list of all equipment supplied, including manufacturer, quantity, and horsepower ratings.	SB	
Absorber Recycle pump performance curves which including capacity, total head, efficiency, brake horsepower, NPSH required, and pump manufacturer.	SB	

<u>Description of Document</u>	<u>Due</u>	<u>Liquidated Damages (LDs) Applicable (Yes/No)</u>
Contractor's loading diagrams and not-to-exceed loads with bid for all equipment in the following areas (magnitude direction, and load case shall be specified for each load transferred to the Owner's support structure)	SB	
Absorbers: All anticipated Not To Exceed (NTE) loads from Contractor's equipment including absorber vessels, limestone slurry recycle pumps, gypsum bleed slurry pumps, recirculation tanks, oxidation air compressors, agitators, motors, piping, and all associated absorber	SB	
Limestone Preparation: All anticipated NTE loads from Contractor's equipment including ball mills, slurry pumps, feed pumps, storage tanks, piping, and all associated reagent preparation area equipment shall be provided.	SB	
Gypsum Dewatering: All anticipated NTE loads from Contractor's equipment including hydroclones, hydroclone feed tanks, reclaim water tanks, filter feed tanks, vacuum belt filters, piping, and all associated gypsum dewatering area equipment shall be provided	SB	
Full scale commercial plant experience will be required to demonstrate the capability of Contractor to meet his guarantee. This test data shall include the plant name and the following: _____ Fuel type; _____ Absorber gas flow; _____ Absorber inlet gas temp; _____ SO ₂ Concentration in and out; _____ WFGD Pressure Drop; _____ Absorber Gas Velocity; _____ Absorber liquid-to-gas ratio _____ Reactant Stoichiometric Ratio; _____ Absorber materials of Construction	SB	
Project Team Chart showing the key members of the Contractor's Project Team. Resumes of the personnel on the team chart shall also be submitted for evaluation. A table showing the commitment of each team member shall be submitted.	SB	
Spare Parts List	SB	
Detailed installation history of operating units to support selection of L/G and spray stages or levels	SB	
Absorber insulation recommendation and specification	SB	
Overview of removal, access and galleries of hydroclones.		

<u>Description of Document</u>	<u>Due</u>	<u>Liquidated Damages (LDs) Applicable (Yes/No)</u>
General		
Monthly progress reports - initial submittal	4 WAA	No
Engineering/Procurement/Fabrication Schedule – initial submittal	4 WAA	No
Construction/Commissioning Schedule – initial submittal	32 WAA	No
Equipment outline drawings	84 12 WAA	No
General arrangement drawings	56 8 WDAA	Yes
General arrangement drawings showing maintenance and laydown area requirements, equipment and shipping weights and dimensions, temporary power requirements for storage, preventative maintenance storage requirements and equipment lubrication requirements.	84 12 WAA	No
Terminal and physical interface drawing/list	84 12 WAA	Yes
3-D Model (per Section 013330) – initial submittal	84 12 WAA	No
Equipment database—equipment data only	84 12 WAA	No
QC documents/procedures (per Section 014500)	84 12 WAA	No
Flow Model Test Report (per Section 441130)	TBD	No
System/Equipment descriptions	56 DAF32 WAA	No
Equipment database—balance of data	56 DAF	
Bill of material (BOM)	84 DAFsubm it with associated drawings	No
Preliminary operation and maintenance manuals	12 weeks prior to shipment TBD	No
Final operation and maintenance manuals	At shipment TBD	No

<u>Description of Document</u>	<u>Due</u>	<u>Liquidated Damages (LDs) Applicable (Yes/No)</u>
Testing program	TBD	No
Training manuals (per Section 017900)	TBD	No
Final as-built / record drawings and CADD files	TBD	No
Structural		
Equipment foundation interface drawings/data including loads, loading diagrams and support requirements	8 WAA	Yes
Concrete embedment (anchor bolt, embedded plate, etc.) drawings showing locations and sizes	8 WAA	Yes
Concrete drawing/documentation (per Section 033115)	TBD	No
Grout documentation (per Section 036241)	TBD	No
Steel arrangement drawings	16 WAA	No
Bolting documentation (per Section 050523)	TBD	No
Ductwork fabrication drawings (per Section 051800)	16 WAA	No
Architectural drawings (per Sections 074144, 075324, 076000, 081113, 083323, 089100)	TBD	No
Coating documentation (per Section 099113)	TBD	No
Elevator drawings (per Section 142113)	TBD	No
Mechanical		
P&IDs	56 8 WAA	Yes
Mass Balance Diagrams	8 WAA	Yes
Water Balance Diagrams, including blowdown constituents and constituent concentrations	8 WAA	Yes
Performance Guarantee Correction Curves	At award TBD	No
Valve drawings (on Contractor's pipe)	28 40 WAA	No
Valve datasheets	40 WAA 84	No
Control valve test procedures	TBD	No

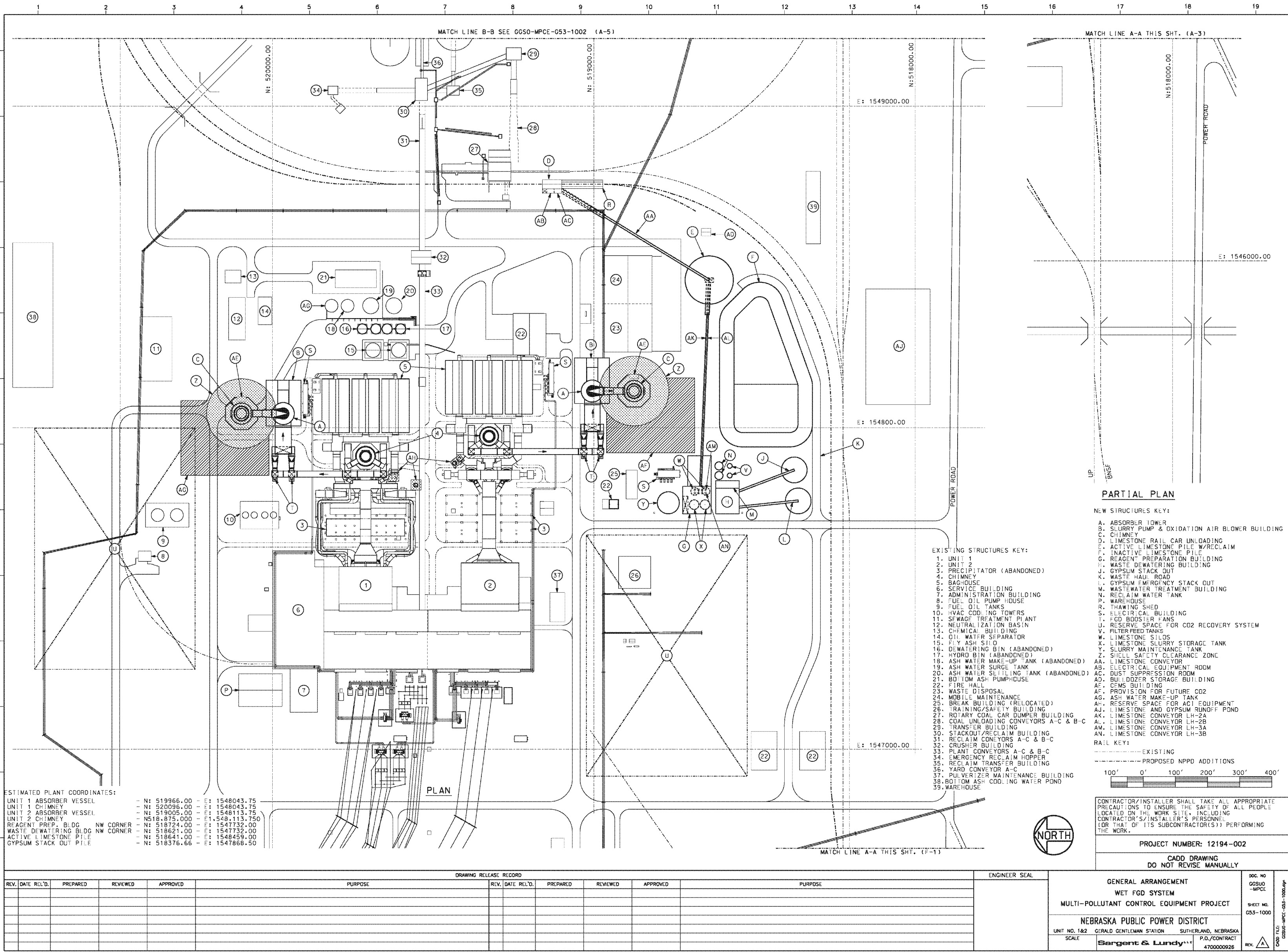
<u>Description of Document</u>	<u>Due</u>	<u>Liquidated Damages (LDs) Applicable (Yes/No)</u>
Piping isometric drawings	40 WAA84 DAF	No
Piping support drawings (per Section 400533)	84 DAF44 WAA	No
Pump performance curves	16 WAA	No
Pump shop test procedures	TBD	No
Pump test curves	TBD	No
Compressor performance curves/datasheets	20 WAA	No
Agitator datasheets / catalog information	TBD	No
Plumbing drawings (per Section 220050)	TBD	No
HVAC		
Calculations (per Section 230500)	24 WAA	No
Airflow diagrams (per Section 230500)	24 WAA	No
Physical drawings (per Section 230500)	32 WAA	No
Control drawings (per Section 230500)	TBD	No
Testing documentation (per Section 230593)	TBD	No
Damper drawings (per Section 233313)	TBD	No
Fan drawings/documents (per Section 233400)	TBD	No
Unit heater drawings/documents (per Section 238239)	TBD	No
Fire Protection		
Fire protection system structural, mechanical, electrical and I&C drawings per Section 210000	TBD	No

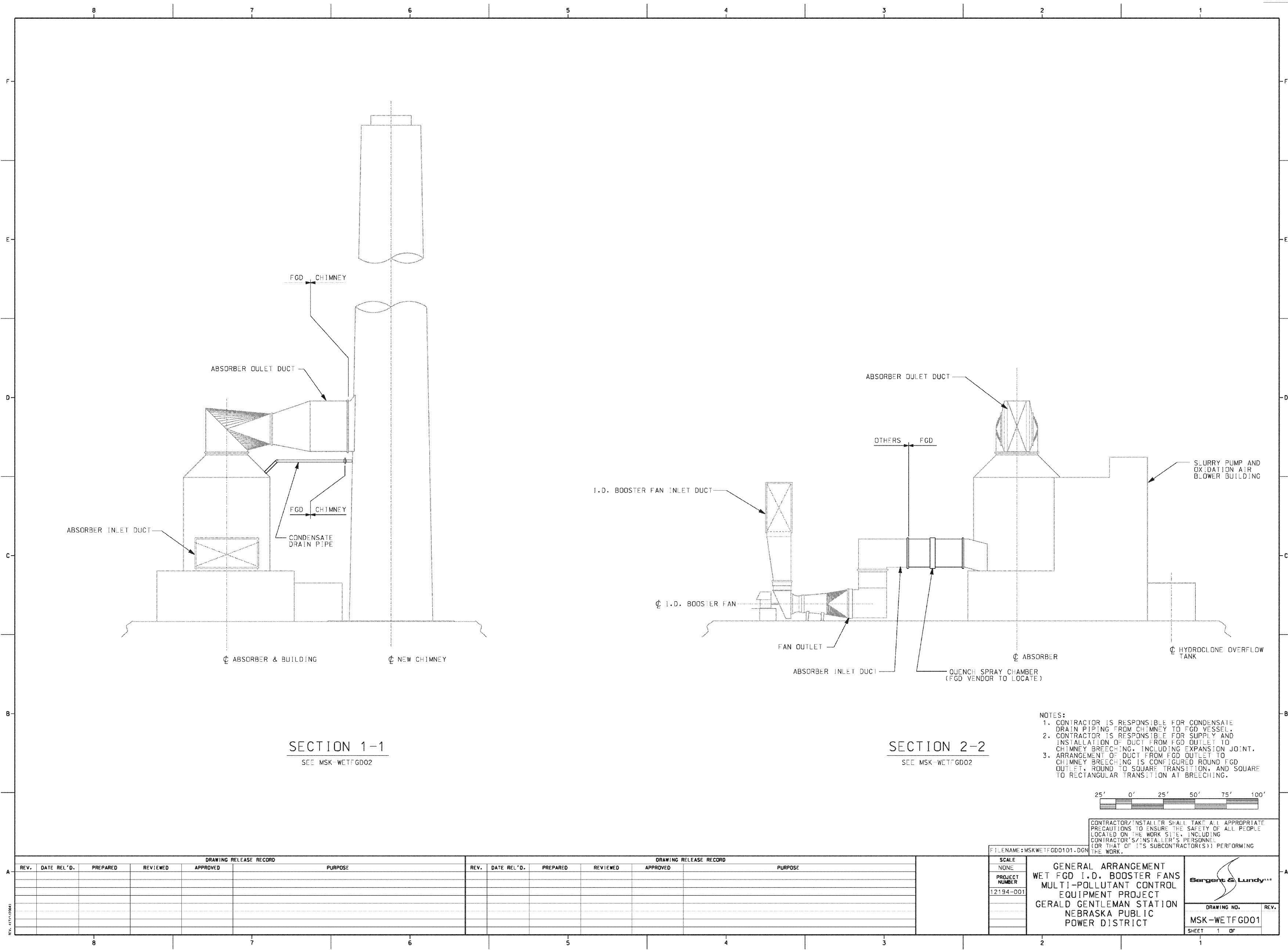
<u>Description of Document</u>	<u>Due</u>	<u>Liquidated Damages (LDs) Applicable (Yes/No)</u>
Electrical		
Design Electrical load list	56 D8 WAA	Yes
Motor list	56 DAA	
One-line Diagrams	56 D8 WAA	No
Electrical Installation Drawings	56 DAATBD	No
Electrical equipment/Motorpanel outline drawings	84 DAF32 WAA	No
Motor datasheetsdrawings and documents (per Sections 261850 and 262950)	32 WAA84 DAF	No
Motor thermal limit and performance curves	84 DAF	
Motor nameplate drawings	84 DAF	
Valve motor operator drawings and datasheetsdocuments (per Section 253513)	32 WAA84 DAF	No
Wiring and schematic diagrams	112 DAF40 WAA	No
Panel internal wiring diagrams	40 WAA	No
Interconnection Diagrams	40 WAA84 DAF	No
Cable report/data	84 DAFTBD	No
Certified test reports on all electrical equipment	At shipment	
Instrumentation and Controls		
Instrument database	84 DAA	
I/O database	84 DAA20 WAA	No

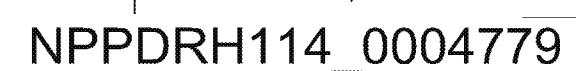
<u>Description of Document</u>	<u>Due</u>	<u>Liquidated Damages (LDs) Applicable (Yes/No)</u>
Description of equipment operation	20 WAA84 DAA	No
Control Logic Diagrams	20 WAA84 DAA	No
Instrument Installation Drawings	84 DAA 40 WAA	No
Instrument Location Drawings	40 WAA84 DAA	No
Instrument Data Sheets	40 WAA84 DAA	No
DCS Graphic Displays	40 WAA84 DAA	No
Control logic diagrams	56 DAF	
Instrument location drawings	112 DAF	
Instrument installation drawings	112 DAF	
Instrument datasheets	112 DAF	
Instrument List	56 DAF	
Input/Output (I/O) Database	56 DAF	
DCS Graphic Displays	56 DAF	
Instrument calibration records	At shipment	
Construction		
Project Safety Program	TBD	No
Provide laydown requirements (space and location)	TBD	No
Provide construction equipment locations (i.e., cranes)	TBD	No
Provide temporary power requirements (quantity and location)	TBD	No
Provide a monthly field manpower forecast for craft (by craft) and non-manuals	TBD	No

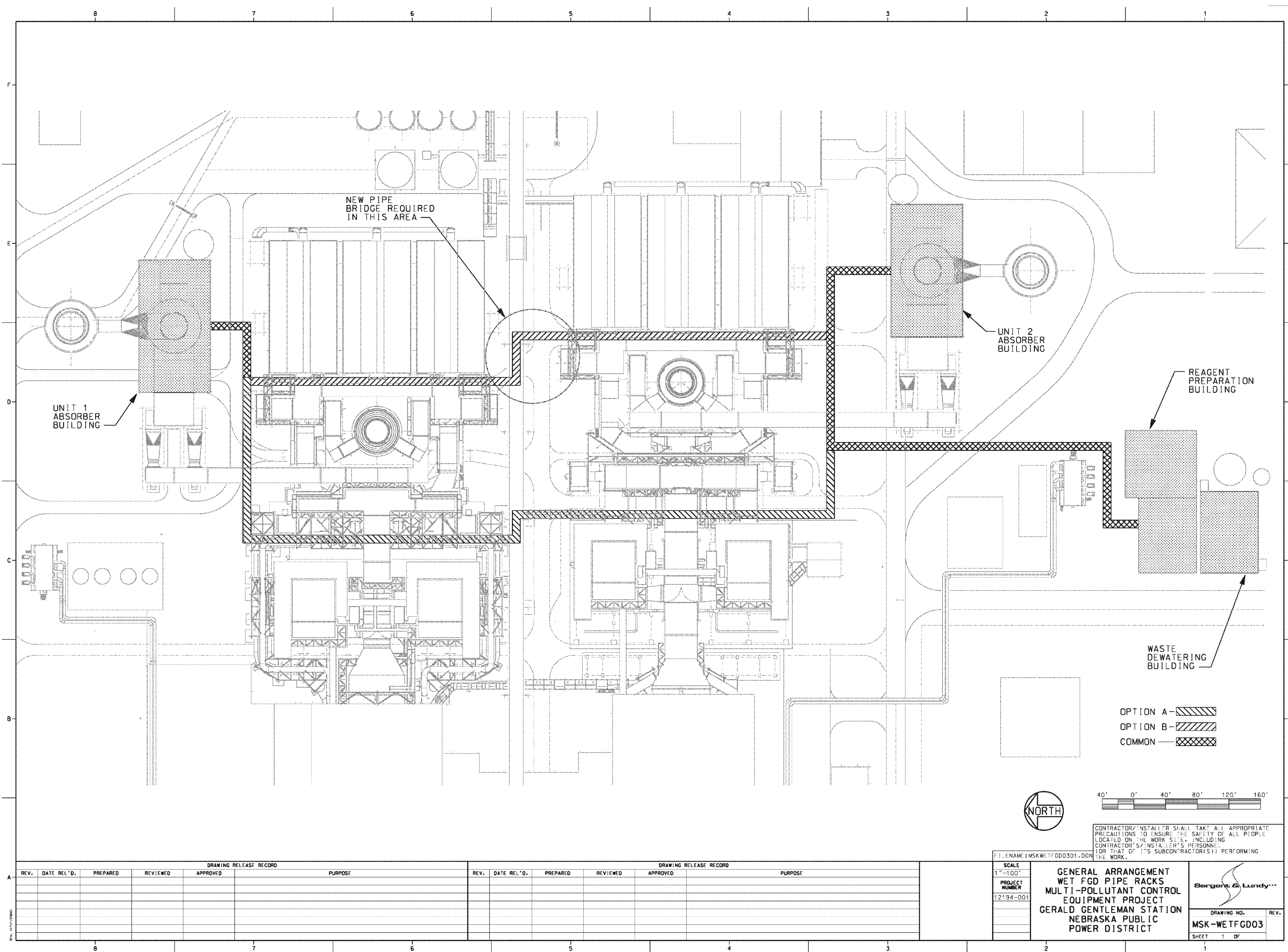
G. SPECIAL DRAWING OR DATA REQUIREMENTS (IF APPLICABLE)

Refer to Section G for Special Drawing and Data Requirements.









NPPDRH114 0004780

